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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Law of Property Bill.

WE COMMENT elsewhere on the general outline and principal features of the Law of Property Bill. Incidentally we may note that the price of the Bill has been raised from 3s. 6d. to 12s. 6d., an increase corresponding to the change in the daily "Hansard" for each House from 3d. to 1s. In return for this increase the King's Printer might have furnished the assistance which any ordinary publisher would have given in relation to a document of such magnitude—189 clauses and 16 schedules, covering 310 pages. He would have given an index, or at least would have inserted page references in the Table of Clauses prefixed to the Bill, and, more important for the reader, he would have printed at the top of each page a reference to the number of the Part of the Bill or that of the Schedule to which it relates. We have called attention to these omissions before, but at 12s. 6d. the ordinary machinery of reference should have been supplied.

The Compulsory Registration Proposals.

THE PROPOSALS of the Bill with regard to the extension of compulsory registration are contained in clause 181 of the Bill. Last year it was clause 180, and will be found at p. 404 of 65 SOL. J. We hope to print hereafter this and some other parts of the present Bill, in addition to clause 3 which we print this week. There appears to be only one change. Under sect. 20 of the Land Transfer Act, 1897, no Order other than that now in force as regards London can be made except in pursuance of a resolution of a county council. This has effectually checked the extension of compulsory registration, and the present proposal is that the check shall continue for ten years from the commencement of the Act—1st January, 1924—but that after that period Orders may be made without the initiative of a county council. But there are two safeguards. The county council or any law society whose district is proposed to be affected may require a public inquiry to be held, and the report of the result will be sent to the Lord Chancellor and published, and then, if the Lord Chancellor decides to proceed with the draft Order, he must lay it before each House

of Parliament. Under last year's Bill the draft was to be on the table for thirty days, and either House might veto it. The period of thirty days for veto is withdrawn, and the present provision is as follows:—

> "The Order shall not be made unless both Houses by resolution approve the draft, either without modification or with modifications, to which both Houses agree; but upon such approval being given, the Order may be made in the form in which the draft has been approved."

There is not, *primâ facie*, much difference between either House being entitled to a veto, and the draft Order requiring the approval of both Houses; but perhaps joint approval is more difficult to procure. In that case the clause is strengthened in favour of non-compulsion. But the main point, of course, is to secure that the altered system of conveyancing shall prove superior to conveyancing on the register, and it is to that point that criticism of the Bill should be directed. If it is to pass this session, it seems safe to say that it must go forward as an agreed Bill. But this should not prevent changes either before its passing or before it comes into operation, which will improve its efficacy in this respect.

The Assessment of Railway Employees for Income Tax.

Does a railway clerk hold a public office or employment of profit under the company so that the company is liable to be assessed in respect of his salary and to deduct the tax under Schedule E, or is he liable as an ordinary individual to direct assessment under Schedule D? The only importance of the question lies in the superior efficacy for revenue purposes of deduction at the source, and *Great Western Railway* v. *Bates* (*Times* 14th inst.), in which the question has been raised has been decided by the House of Lords against the Revenue by a majority (Lords Atkinson, Sumner, Wrenbury and Carson, Lord Buckmaster dissenting). It was held in *A. G.* v. *Lancashire and Yorkshire Railway Company* (2 H. & C. 792) that engine-drivers and porters did not hold public offices or employments of profit, but Rowlatt, J. (1920, 3 K.B. 266), held that clerks were on a different footing and affirmed the decision of the Special Commissioners that the company were liable to be assessed. The Court of Appeal (1921, 2 K.B. 128) affirmed his judgment on the ground that it was a question of fact, and that the Commissioners' finding of fact could not be disturbed. The House of Lords has declined to take this view, and while Lord Buckmaster held that the case of a clerk was distinguishable from that of an engine-driver or porter—mainly, it would seem, on the ground that he had an annual salary and not weekly wages—the rest of the Law Lords saw in this no ground for distinction and held that the clerk, just like an engine-driver, does not hold a public office or employment of profit. Consequently the Revenue must get the tax from him and not from the company.

The Drafting of the Income Tax Acts.

But the importance of the above case lies in the observations made in the House as to the drafting of the Income Tax Acts. Logic, as Lord Halsbury once said, is not the prime feature in law, but at any rate Lord Buckmaster considered it out of place in dealing with these Acts, the tangled confusion of which it was not easy to penetrate. But the main criticism came from Lord Wrenbury, who said that if it were competent to a Court of Law to censure the Legislature (in fact the courts continually do so), "no censure could be too strong for having expressed an Act, and that a taxing Act, in language so involved, so slovenly and so unintelligible as is the language of the Acts of 1842 and 1853." He was a member of the Joint Committee on the Consolidation Bill, which is now the Act of 1918, and he then strove to find some way in which they could deal with the confusion and unintelligibility of the Acts; but their task was only to consolidate, and "the Act of 1918, therefore, reproduces the old language with all its faults, and has done little more than improve matters a little by some re-arrangement." The matter did not escape the notice of the Income Tax Commission. It was discussed before them—notably during the evidence of Mr. Bremner (Fifth Instalment of Evidence, 15,883 *et seq.*)—and in their Report they recommended that steps should be taken in due course to prepare a Bill that should contain the whole law on the subject in the most modern and approved form; but "in due course" has not yet arrived, and there seems no near probability of its arriving.

Coroners and the Circuit System.

We discussed last week the troublesome question whether or not a coroner's jury should be expected to "view" the dead body which is the subject of their investigation. We gave our reasons for thinking that the present obligation to view might well be maintained, and we gather that the Ministerial Bill shortly to appear before the Legislature does not propose to abolish that duty, though the Home Secretary has promised careful consideration of the matter. The arguments we offered were practical. But historical sentiment has much to say on the same side; and, other things being equal, perhaps historical tradition and continuity is entitled to some weight. The Coroner, in English medieval life, held a peculiar place. He was part of the "circuit" system by which the King controlled his territories and conserved his "Peace." The King collected his dues and punished crimes against his "Peace," by means of the *Curia Regis* which followed his person as he travelled from place to place. When reasons of convenience compelled the King to stay more or less permanently at Westminster, and destroyed the mobility of the *Curia Regis*, he sent out Judges, first "on Eyre," afterwards on "Circuit," to collect his revenue and to punish "royal crimes." The primary duty of the judges was to collect revenue, like that of an Indian collector-magistrate unto this day. One important part of that revenue consisted in "fines and amercements" paid by highly-placed criminals. It was the duty of the Coroner, an official elected by the freeholders of each county, to assist the King in finding out what revenue was due to him, whether from dues unpaid, or in the way of fines for manslaughter. The judges who went "on Eyre" saw to it that the fines were paid by somebody; the Coroner, as an elected official, saw to it that they were paid by the right person. Hence the origin of the Coroner's "*Inquisitio*" or inquest by the aid of a jury of freeholders. Now, if a dead body was found in any district, unless the murderer could be brought to justice, the freeholders of the hundred had to pay a "heavy amercement," and the judges saw to it, when they came on circuit, that this "amercement" was paid. So the coroner and his jury always insisted on seeing the dead body and ascertaining whether or not the deceased had died a natural death, in which case no fine was payable by the hundred. There can be no doubt that this simple precaution saved the hundred from much extortion at the hands of unscrupulous royal officials anxious to collect revenue at any cost. In these days, if it serves any purpose, the purpose of the Coroner's view is different; but so it is with the present functions of many of our institutions that often differ much from their first design. But they may be useful all the same.

Husband's Liability for his Wife's "Necessaries."

The recent decision of a County Court Judge that a husband's liability for his wife's necessaries extends to the provision of cigarettes, and that the reasonable *quantum* which a middle class husband shall supply is one hundred cigarettes a week, has not unnaturally called for surprised comment in the public press. The particular case was complicated by the fact that the wife was not at the time residing on the same premises as her husband, which is very material as a test of the husband's liability. But, on the broad general issues, it is very difficult to believe that the learned judge is right in holding that, in the absence of express or implied authority to purchase cigarettes, a husband is bound to supply them as necessaries suitable to her station in life. A husband, in his status as such, is not liable for his wife's debts contracted after marriage: *Manby* v. *Scott* (1659, 2 Smith's L.C. 464). His liability, a very grave one in

actual practice, arises in three ways, all derived from the "fiction" of agency. In the first place, he may expressly authorise his wife to get a certain class of commodities for her own or household user, or he may ratify her action, after she has ordered these commodities. In each of these cases he is liable, of course, on the ground of "express agency." In the second place, even if he forbids her to get the commodities in question, the mere fact that the parties are living together amounts to "implied agency" of the wife to purchase commodities which satisfy two conditions precedent—(1) that they come within the class of goods reasonably necessary for her adequate maintenance in her station of life; and (2) that he has not already sufficiently equipped her with such goods. If both these conditions are satisfied, then, notwithstanding that he has privately forbidden his wife to order the goods in dispute, he is liable on the principle of "implied agency" having held her out as his agent by marrying her and living with her: *Jolly* v. *Rees* (1863, 15 C.B. N.S. 628). In the third place, if a wife is living apart from her husband as the result of his fault, then she has authority by operation of law to pledge his credit for necessaries: this is "constructive agency." But a wife living apart from her husband is not presumed to be doing so as the result of his cruelty, desertion, or neglect to maintain her. That is an issue which the creditor must establish by some affirmative evidence before he can sue the husband.

The Legal Definition of "Necessaries."

ASSUMING, HOWEVER, that the facts of the case disclose a presumption that the husband is liable to supply his wife with "necessaries," either by express, implied, or constructive agency, the point still remains, what are to be deemed necessaries for this purpose. Here, the law is very indefinite. Necessaries are "articles suitable to the condition in life" of the person in whose case the question arises: *Ryder* v. *Wombwell* (1868, L.R. 4 Ex. 32). But this vague test does not help us much. Almost anything may become a "conventional necessary," or, as economists call it, a "decency." Most so-called conventional necessaries are really luxuries. The question whether cigarettes are a "necessary" for a married lady or not, is really one to be determined with a view to the habits of social life in any particular generation. The mere fact that there is nothing improper in a married woman smoking does not make cigarettes a necessity; the test is whether the failure to possess them would diminish her social status and prestige. This was pointed out clearly in *Ryder* v. *Wombwell* (*supra*), although that was a case relating to infants, not married women. "We must observe" said Mr. Justice WILLES, "that the question in such cases is not whether the expenditure is one which an infant, in the defendant's position, could not properly incur. There is no doubt that an infant may buy jewellery or plate, if he has the money to pay and pays for it. But the question is whether it is so necessary for the purpose of maintaining himself in his station, that he should have these articles, as to bring them within the exception under which an infant may pledge his credit for them as necessaries." The same principle, it is submitted, must be applied in ascertaining the limits of the class of commodities which a judge should direct a jury may properly be "necessaries" for a married woman; whether or not they are so in the particular case is a question of fact for the jury, who have before them the circumstances of the parties. Now, it is submitted, cigarettes never can be necessary to enable a woman to maintain her position; not so long ago, indeed, she lost status if she were found smoking, and with very many persons—perhaps the majority—she does so still. Cigarettes, accordingly, would seem to be essentially a luxury, and therefore, outside the class of commodities which it is the duty of a husband to provide for his wife in quantities conformable to her status in life.

A Catalogue of Legal Portraits.

WE HAVE RECEIVED a copy of a Catalogue of Engraved Legal Portraits, "including many brilliant proofs and rare prints," which Messrs. SWEET & MAXWELL, LIMITED, have for sale. The catalogue, which is priced, contains only a selection of the best plates, and there are a large number of cheaper prints and other portraits available. A glance through the list shows that it is full of interest. First there are the specimen plates, excellently reproduced, of Sir FITZROY KELLY, Lord MANSFIELD and Lord THURLOW, and a fourth shows us Sir JAMES WIGRAM, still familiar to every equity lawyer from "Wigram on Evidence." The Mansfield is an engraving by BARTOLOZZI, after REYNOLDS; the Thurlow is the same. And the list itself is full of well-known names—of former days; BLACKSTONE, COKE, COWPER, DYER, ELDON, ELLENBOROUGH, GRANT (described as Attorney-General Quebec, before he was M.R.), FRANCIS HARGRAVE, LYNDHURST, MORE, WILLES; more recently, BACON, V.C., BENJAMIN, RUSSELL of Killowen, SELBORNE, STUART, V.C.; and there is Lord KILWARDEN, who, if we remember rightly, was the judge who sought to save WOLFE TONE from military execution, but died himself by an assassin's hand some five years later. The list reminds us of the wonderful collection of legal worthies that the late "CHRISTIAN TEARLE" brought together in the "Ghosts of Lincoln's Inn," but his lines

> "Thurlow, fuddled, and grown morose,
> Knits his terrible eyebrows close"

are not borne out by the pleasing and benevolent face we see here; though, doubtless,

> "'Silver-tongued Murray' sips champagne,
> Tips his snuff-box and cites a trope,
> Just as it falls from the mouth of Pope"

will do for the EARL OF MANSFIELD, presented in full-bottomed wig, with the strong features of a man who could try with judicial impartiality the Gordon rioters who burned down his house. Messrs. SWEET & MAXWELL could hardly have sent us a more interesting document. It is sometimes more pleasant to indulge in recollections of judges than to read their judgments.

The Law of Property Bill.

THE Law of Property Bill is in outline and, in the main, in substance the same as the Bill of last year, which passed the House of Lords and went to the House of Commons but was not further proceeded with. It has the same eleven parts: (1) Assimilation and Amendment of the Law of Real and Personal Property; (2), (3) and (4) Amendments of the Settled Land Acts, Conveyancing Acts, and Trustee Acts respectively; (5) and (6) Abolition of Copyhold Tenure and Extinguishment of Manorial Incidents; (7) Provisions respecting Leaseholds, including the conversion of perpetually renewable leases into long terms; (8) Amendment of the Law of Intestacy; (9) Re-drafting of Part I of the Land Transfer Act, 1897; (10) Amendments of the Land Transfer Acts; and (11) Miscellaneous. And there are the same sixteen schedules, several of which are intended to work out in detail the general directions given in Part I as to the getting in of the legal estate and the enforcement of equitable interests and powers (cls. 2 and 3); as to the creation of mortgages (cl. 9); as to sale of land held in undivided shares (cl. 10); as to trusts for sale (cl. 11); as to settlements (cl. 12); as to estates of infants and lunatics (cl. 13); and as to land charges (cl. 14). This disposes of the first seven schedules. Schedules 8, 9 and 11 give epitomes of abstracts of title and forms of conveyances under the new system. Schedule 10 contains amendments of the Settled Land Acts which are consequential on other parts of the Bill; schedules 12, 13 and 14 work out the scheme of enfranchisement of copyholds, and provide compensation to the lords and the stewards; schedule 15 works out the conversion of perpetu lly renewable leaseholds; and schedule 16 contains amendments of the Land Transfer Acts.

All this presents a vast mass of detail into which it would be useless to inquire in a general survey of the Bill. In point of principle, its most important features are: Part I, assimilation,

including the new system of mortgages; Part V, the abolition of copyhold tenure; and Part VIII, the amendment of the Law of Intestacy. With the last two subjects we do not propose to deal at present. There can be no question that the copyhold system is both clumsy and expensive from a conveyancing point of view, and it is bound to go. Not that the real property lawyer and the antiquarian will look upon its going with pleasure. It is replete with information as to social and historical development of institutions, and in practice it is a continual source of interest. In many parts of the country there are manors and lordships—such as in Yorkshire the Manor of Wakefield and the Forest of Knaresborough—which are not only of interest to local practitioners, but tempt others before whom such titles come to reflection and research. But, after all, copyhold conveyancing is only a system of registration of title conducted in a very inconvenient and inefficient manner. Seldom, for instance, do the Court Rolls enable the property entered upon them to be identified. With this part of the Bill, the only question is how the enfranchisement shall be effected, and how the lords and stewards shall be compensated. We believe that the details as to compensation in schedules 13 and 14 have been very carefully considered. With regard to intestacy, the Bill proposes to abolish the differences of devolution between real and personal estate, and to vest both in the personal representatives on trust for sale and conversion, and it introduces new rules of distribution among the family and relatives of the deceased by means of "statutory trusts." The details of these we leave for the present, but we notice the use of a new term, "personal inheritance" of the intestate, and we have not so far discovered any definition of it. We presume there is a reason for using this in cl. 146 instead of the term "personal estate" used elsewhere.

The vast bulk of the Bill lies outside its chief purpose, which is to alter the law as between vendor and purchaser, and to provide a simplified method of transfer by private conveyancing which shall be an effective rival to transfer on the register. By the success with which it does this the Bill will be judged. The amendments of the Conveyancing Acts and other statutes contain many reforms which are long overdue, such as the abolition of the necessity for words of limitation to create an estate in fee simple, and the re-settling the law as to trustees of compound settlements. These changes are good, but they will not make or mar the fortunes of the measure. Similarly with the abolition of copyhold tenure and the assimilation of the devolution of real and personal property. They are matters which have long been ready for treatment so soon as Parliament can be induced to take them up. Conveyancing and Settled Land Act Bills were introduced year after year until finally they were incorporated in Lord HALDANE'S and now in this Bill. To the bringing of these parts of the Bill into their present shape great learning and enormous labour have been devoted. We do not in the least belittle all that the bulk of the Bill means, when we say that for its real fortunes it is of secondary importance. The main design of the Bill is to facilitate the transfer of land by private conveyancing. This it does by reducing legal estates to estates in fee simple and terms of years, with incidental legal interests, such as easements and rent-charges (cl. 1), and relegating all other estates and interests to the dómain of equity, and then the question is how to save a purchaser from concerning himself with these equitable interests, while affording substantial protection to the interests themselves; a protection which, in general, consists in transferring the interests from the land to the proceeds of sale. To this question an answer is given by cl. 3, which on account of its importance we print on another page.

To those who have followed the course of the Bill, it is well known that the clause has been the subject of keen contention. It was originally recommended by the Acquisition and Valuation of Land Committee in its Fourth Report (Transfer of Land), and was based on the proposals of Mr. UNDERHILL'S pamphlet "The Line of Least Resistance"; but it was in fact only an adaptation of the system already existing as regards trust stocks and shares and trust mortgages. The trusts are kept off the title, and the stocks and shares or the mortgages are transferred by the trustees just as though they were absolute owners. It is the same already as regards land held on trust for sale, and a purchaser is not concerned with the equitable interests; and also as regards settled land, provided there are no interests prior to the settlement, and provided there are trustees to whom the purchase money can be paid. Mr. LESLIE SCOTT'S Committee recommended that all interests in land, except the fee simple and terms of years, should be put behind a curtain consisting of either a trust for sale or a settlement, and that the equitable doctrine of notice should be abolished, and this recommendation was carried out by the "curtain provisions" embodied in cl. 3 of the Bill of 1920. We need not repeat the history of that clause. After being accepted by the Joint Select Committee, it was attacked in the House of Lords by Lord CAVE, and a totally different clause was introduced in last year's Bill with a view of satisfying the objections of Lord CAVE and of conveyancers who sympathized with him, and, substantially, the same clause is reproduced in the present Bill. There are, indeed, alterations, but they do not appear to be material.

The clause starts with a declaration that a purchaser of a legal estate shall not be affected by any equitable interest, whether he has notice of it or not; but this is all made subject to sub-cl. (2), which imposes special inquiries on purchasers with notice, and, moreover, by sub-cl. (5) a series of equitable interests are excluded altogether, though to a certain extent this also depends on the doctrine of notice. By what appears an error in drafting, sub-cl. (1) contains no reference to the exceptions in sub-cl. (5). As regards a purchaser with notice, he must ascertain that there is a trust for sale or a settlement under which the equitable interest can be overreached; or, if there is not, then under sub-cl. (3), the overreaching powers of an existing trust for sale or settlement can be extended, or a special trust created, and in these cases the equitable interest is said to be "protected by a trust for sale or a settlement." The expression is awkward, for *primâ facie* it would include all equitable interests liable to be overridden and not only those referred to in sub-cl. (3). This sub-clause, indeed, contributes largely to the difficulties of the clause. It may be said that sub-cls. (2) and (3) are not really important, for, in general, a purchaser will not have notice of trusts; but this overlooks the form of conveyances of land which, in general, it may be said, disclose equitable interests, and also the enormous extension which the Bill gives to such interests; so as, for instance, to include every estate for life. In general, it would seem, the purchaser will have notice, and then his title depends on whether he can bring himself within sub-cl. (2) or (3); *i.e.*, whether there is a trust for sale or a settlement actually protecting the equities, or whether the artificial extension of this protection given by sub-cl. (3) applies. And the question of notice also affects the first three of the interests excluded by sub-cl. (5); *i.e.*, (i) restrictive covenants, (ii) equitable covenants, and (iii) contracts for conveyance of a legal estate. In addition, he must—(iv) search the register under the Land Charges, &c., Act, 1888, for interests specified in that paragraph; and (v) if he does not get the *whole* of the documents relating to the legal estate, he may be affected by a charge created by deposit.

We cannot further consider the clause at present, but our readers can form their own opinion on it from the text given on another page, and we do not wish to prejudge the matter. The conveyancers who between them have drafted it have had two contrary purposes to effect: facility of transfer; protection of equities. The original clause gave preference to the former purpose; the present clause gives preference to the latter; but it is possible that in so doing they have seriously damaged the original design. In any case, cl. 3 is a conveyancers' clause, not to be understanded of the common people, and we are afraid that it will impose on private conveyancing a heavy handicap in its competition with registration.

We can only just refer to the scheme of creating mortgages by demise for a term of years instead of by conveyance of the freehold. We considered the matter at some length last year

(65 Sol. J. 598); but an important change has been made by including under "legal mortgage" a "charge by deed expressed to be by way of legal mortgage," and this will give to the mortgagee the same protection, powers and remedies as a term mortgage. This has been added in schedule 2, cl. 3 (1), and has necessitated numerous drafting amendments in the body of the Bill. It is in pursuance of suggestions made since the measure was drafted and is likely to be very useful.

Coercion by Husband.

The case of *Rex* v. *Peel* (*Times*, 15th inst.) calls attention once more to the extraordinary anomaly in our system of criminal jurisprudence by which a wife, charged with committing a crime in the presence of her husband, is entitled to be acquitted in accordance with a *præsumptio juris* that she has committed the offence under marital coercion, unless and until evidence is given which shows that she instigated or was the active agent in committing that offence. Mr. Justice Darling, no doubt, was right in deciding that this plea formed a good defence to the charge he was trying. He was equally right in expressing his personal opinion that the law, as it now stands, is absurd and quite inconsistent with modern conditions and the modern position of women. But fifty years ago, when the position of women was not quite what it is to-day, the same view was expressed most emphatically by the late Sir James Stephen, in the second volume of his "History of the English Criminal Law" (chapter 18, pp. 105 *et seq.*). That great authority and very experienced judge there gave reasons for considering the rule quite irrational, and gave examples of the contradictory results which follow from it in practice. He points out (*ibid.*) that, where a husband, a wife of mature age, and a child of fifteen are charged with committing larceny, and the evidence shows that the wife was in no way coerced, whereas threats were used to compel the child to take part, the wife must be acquitted *ex debito justitiæ*, whereas the child has no defence in law.

The plea of "Marital Compulsion" or "Duress *ex dominio mariti*," arises in the following circumstances, as stated by Sir James Stephen. "If a married woman commits a theft or receives stolen goods, knowing them to be stolen, in the presence of her husband, she is presumed to have acted under his coercion, and such coercion excuses her act; but this presumption may be rebutted if the circumstances of the case show that, in point of fact, she was not coerced. It is uncertain how far this principle applies to felonies in general. It does not apply to high treason or murder. It probably does not apply to robbery. It applies to uttering counterfeit coin. It seems to apply to misdemeanours generally" (Stephen's "Digest of the Criminal Law," p. 17, article 30). This statement of the law is probably the best that can be given, and is fully borne out by the examination of the very confused and conflicting authorities which the learned author makes in his Digest, note II, p. 332. He goes on to say that the rule admits of no defence, but is capable of an historical explanation. His suggestion is that the old common law judges, in the days when men could plead "Benefit of Clergy" in the case of certain offences, whereas women—not being capable of holding sacramental office, and therefore not capable of being deemed clerks by a legal fiction—were unable to put forward that defence, hit very ingeniously upon the dodge, "by a rough kind of equity," of exempting women in the same class of offences by an equally unreal legal fiction, that of "private civil subjection." This remained after "Benefit of Clergy" had been abolished by statute.

This piece of historical interpretation is ingenious, but there is not a scrap of evidence anywhere to support it. No judge of old days or legal writer ever made any such suggestion. Moreover, it would afford no equivalent to "Benefit of Clergy" for unmarried women. As a matter of fact, there is no reason to make any such elaborate supposition to explain what is really a very simple result of legal reasoning arising under other conditions. There was a period in English history when the subjection of wives to husbands was other than nominal, although that period probably ended with the close of the Middle Ages. In medieval times a husband had effective custody of the person of his wife, very considerable powers of maintaining domestic discipline by means of chastisement, and great moral influence over the mind of his spouse, owing to the social and religious beliefs then held. Obedience of wives to husbands was then the rule, and a wife was likely to obey commands except in the case of very serious crimes, the immorality of which was obvious. This plea, then, was equitable enough in such days and absolved wives from the necessity of appearing undutiful and disloyal by offering actual evidence of coercion. Once established, the defence became a feminine privilege, and has survived as such long after any rational ground for maintaining it has ceased.

Among the old authorities quoted by Stephen are Lord Bacon and Sir Matthew Hale, but neither of these writers discusses the ground for the rule at all fully. Perhaps the grounds may be enumerated as five:—

1. The legal control of the wife by the husband.
2. The economic dependence of the wife.
3. Her physical weakness and liability to intimidation.
4. The expectation of obedience from wives by public opinion.
5. The weakness of the female mind and its amenability to moral suasion of anyone vested with spiritual authority.

It will be seen at once that, in the days of Lord Bacon and even of Sir Matthew Hale, there was nothing unreasonable in supposing that some or all of these five grounds might operate in practice, so as to make it difficult for the normal wife to resist a husband's command, enforced by the physical and moral effects of his presence, instigating her to assist him in committing an offence. It is equally clear that none applies to-day. A husband has no longer any legal control over his wife; she can abandon him if she so pleases without giving, or even having, any reason; if he uses force to constrain her, she can promptly and easily obtain a separation order before Justices of the Peace. In fact, the husband—being bound to maintain his wife, however she fails in domestic dutifulness—is in practice very much more under *dominium uxoris* than is the wife under *dominium mariti*. Again, no economic subjection of women exists any longer. A wife retains all her own property, and can follow any occupation she pleases without obtaining her husband's consent, retaining all her earnings for her own private benefit, yet nevertheless compelling her husband to provide for her adequate maintenance. If he fails to provide adequate maintenance according to her station in life, she can leave and obtain a separation order, with a maintenance order, from Justices on the ground of "neglect to maintain." As regards physical weakness, women are no longer so markedly inferior to men in physique as to render them incapable of making adequate resistance to coercion, and a wife, assaulted by her husband, can get ready redress in the police court. Public opinion, we fear, has long since ceased to expect "obedience" of wives, and the husband who now complains of his wife's habitual disregard of his commands meets with no sympathy from any circle. Lastly, under modern conditions of education, women show no particular amenability to moral suasion on the part either of husbands or, indeed, of any one else. Indeed, recent experience of mixed juries has shown that women jurymen are more obstinate than men in refusing to accept the ruling of judges as to the verdict they ought to return on a certain set of facts.

While, then, the plea of Duress *ex dominio mariti* is still good law, it is now agreed by all competent experts in criminal jurisprudence to have no relation to modern realities, and ought to be abolished. At the same time, the question of abolishing certain other anomalies in matrimonial law might well be considered by serious legal reformers. The husband's liability for his wife's torts; the fiction of agency which makes him liable for her debts except under conditions which in practice he cannot satisfy; the imposition on him of the duty to pay his wife's income-tax even though he receives not one penny of her

income; her rights to costs when she brings against him proceedings which prove unsuccessful; her right to maintenance by him even after he has divorced her for adultery, unless she is living with her paramour or has separate estate; her exemption from any compulsion of law to perform her marital duties or even to live with her husband: all these seem inequitable and indefensible privileges conferred by law on married women. They ought to have been abolished when the Married Women's Property Act, 1882, was enacted. Now that women possess masculine rights, private and public, they should also be subjected to the same obligations, private and public, as men, so far as such responsibility is reasonable and capable of being made effective in practice.

Res Judicatæ.

Non-Abatement of Revenue Proceedings at Death of Taxpayer.

(*Smith* v. *Williams*, 1922, 1 K.B. 158; Div. Court.)

The three findings of law laid down by the Divisional Court in *Smith* v. *Williams* (*supra*) seem very obvious; but as the case is reported and the points are all of great practical importance, it may be useful to note them here without lengthened comment. A taxpayer had appealed to the General Commissioners against his assessment to income tax; he had succeeded, and the surveyor had served the usual notice in writing under s. 59 of the Taxes Management Act, 1880, requiring the Commissioners to state a case for the High Court. Before this case had been signed and filed, the taxpayer died, and his representative contended that the proceedings had abated by his death. This plea is obviously much too good to be true. And the High Court, in fact, found: first, that the notice in writing requiring a case, signed by the aggrieved surveyor, was the commencement of the appeal, not the subsequent filing of a case stated; secondly, that the proceedings having been commenced by the notice in the taxpayer's lifetime did not abate on his death—the maxim *actio personalis moritur cum personâ* does not apply to the obligation to pay taxes; thirdly, that the most convenient procedure in the circumstances was to add the respondent's executor as respondent in place of his deceased self, and that service of a copy of the case on that executor was a sufficient compliance with the condition precedent for service of proceedings on the other party to an appeal as laid down in s. 59. All this is clearly common sense. Perhaps that is why some doubt was entertained that the law could really be so simple and sensible.

Generalia specialibus non derogantur.

(*Blackpool Corporation* v. *Starr Estate Co. Ltd.*, 1922, 1 A.C. 27.)

There are few maxims of law so vague and so difficult to apply to an actual set of facts as that embodied in the Latin phrase *Generalia specialibus non derogantur*. In *Blackpool Corporation* v. *Starr Estate Co. Ltd.* (*supra*), the House of Lords had to apply this maxim; but not all of its members could agree as to the application; Lord Haldane and Lord Shaw of Dunfermline took opposite views as to its meaning. Since each of these learned Judges is a Scotsman, and has been in his day an academic instructor in mataphysics, their divergence of opinion is interesting. The point arose in a very simple way. The Blackpool Improvement Act, 1917, enacted that, "unless otherwise agreed between the parties," compensation for land acquired by the Corporation from certain specified owners, should be assessed in the manner prescribed by the Land Clauses Acts. Now, by the Acquisition of Land (Assessment of Compensation) Act, 1919, it is provided that where by any statute, "whether passed before or after the passing of the Act," land is authorized to be taken compulsorily by any local authority, questions of disputed compensation are to be determined in a manner fixed by the statute. The provisions of Acts inconsistent with the statute are to cease to have effect (*ibid.*, s. 7 (1)): a novel and somewhat remarkable way of "repeal by reference." The provisions for assessing compensation under the last-named Act are less liberal to dispossessed owners than the practice under the Lands Clauses Act, since the 10 per cent. commonly allowed for compulsory purchase is forbidden by s. 2 (1) of the Act of 1919. The Corporation proceeded to acquire part of the lands they wanted by serving a notice to treat; this was served shortly before the coming into force of the Act of 1919. The question arose whether the Corporation could insist on having the compensation assessed under the less liberal terms of the General Act of 1919, notwithstanding the more liberal special practice allowed by the Improvement Act of 1917. Naturally, they relied on the wide provisions of the General Act, two years later than their Special Act, expressly repealing *ad hoc* any provisions in prior statutes inconsistent with them. Just as naturally the owners relied on the maxim *Generalia specialibus non derogantur*, as well as on the plea that their case was not one of compulsory, but of voluntary acquisition by the exercise of powers conferred by a Special Act, which was in the nature of a legislative agreement between the parties to it. On both grounds the landowners succeeded; but Lord Shaw would not admit the applicability of the maxim, and Lord Haldane refused to treat the acquisition under terms of a Special Act as "voluntary" acquisition. Lords Finlay, Cave, and Phillimore were against the claim of the Corporation on both grounds.

Reviews.

Sale of Goods.

THE LAW RELATING TO CONTRACT OF SALE OF GOODS. Six lectures delivered at the request of the Council of Legal Education. By WILLIAM WILLIS, Q.C., and Judge of County Courts. Second Edition, by W. NEMBHARD HIBBERT, LL.D. (Lond.), Barrister-at-Law, sometime Dean of the Faculty of Laws, University of London, etc., etc. Sweet & Maxwell, Ltd.

It is not all educational lectures that deserve a continued place in legal literature, but such a place is certainly due to those of the late Judge Willis. First came his lectures on the Law of Negotiable Securities, and these, by the soundness of their law and the interest of their style, speedily acquired a reputation as a singularly valuable and practical guide to the subject. A few years later were delivered the lectures on the Sale of Goods, which were published in 1902, and have now after a lapse of some twenty years been re-edited by Dr. Nembhard Hibbert. There have been numerous decisions since the first edition which might have tempted discussion, but the alterations are wisely confined to the correction in the text of *Errata* in the former edition, and the insertion in the footnotes of changes due to judicial decisions and statutes, and the editor has added a few suggestions of his own. The Sale of Goods Act, 1893, to facilitate the study of which the lectures were delivered, is usefully printed in the Appendix. It may be noticed that, in his interesting discussion of vendor's lien at p. 145, Judge Willis seems, like most other writers, to have overlooked the equitable lien.

Conveyancing.

KELLY'S DRAUGHTSMAN. Containing a collection of Concise Forms and Precedents in Conveyancing, with Practical Notes. Sixth Edition. By S. B. SCOTT, Solicitor, Law Society Prizeman. Butterworth & Co. 25s. net.

The publishers have not been deterred by the probability of the passing of the Law of Property Bill from bringing out a new edition of this well-known practical precedent book, and, indeed, even if the Bill should pass, and conveyancing be thrown into the melting pot, there will be no immediate change in practice. Conveyancers must have something to work on while they are adjusting themselves to changed conditions, and the present system will last the lifetime of a book such as "Kelly." The beginner will find the introductory suggestions as to drafts useful, and the precedents follow in alphabetical order of subjects and have two great advantages, the importance of which has not till recent years been realised: they are arranged in paragraphs and each precedent has the stamp marked. As useful headings, one may notice the Forms of Special Conditions of Sale and Statutory Declaration.

Books of the Week.

International Law.—Leading Cases on International Law, with notes containing the views of the Text-writers on the topics referred to supplementary cases, treaties and statutes. Vol. 1: Peace. By PITT COBBETT, M.A., D.C.L. (Oxon). Fourth edition. By HUGH H. L. BELLOT, M.A., D.C.L., Barrister-at-Law. Sweet & Maxwell, Ltd. 16s. net.

Maritime Law.—The Hague Rules, 1921, explained. By SANFORD D. COLE, Solicitor. Second Edition. Revised and enlarged. Effingham Wilson. 5s. net.

Criminal Appeals.—Criminal Appeal Cases. Edited by HERMAN COHEN, Barrister-at-Law—12th December, 1921—23rd, 30th January, 13th February, 1922. Sweet & Maxwell, Ltd. 7s. 6d. net.

A Special Court of Aldermen will be held at Guildhall next Tuesday for the election of Recorder of London, in succession to Sir Forrest Fulton, retired. The candidates, stating them alphabetically, are:—The Hon. Reginald Coventry, K.C., Mr. Henry Fielding Dickens, K.C., Common Serjeant, Sir Edward Marshall-Hall, K.C., Sir Richard Muir, Sir John Paget, K.C., Mr. Rawlinson, K.C., M.P., Sir Ernest Wild, K.C., M.P., and Mr. Cecil Whiteley, K.C.

CASES OF THE WEEK.

House of Lords.

PALGRAVE, BROWN & SONS *v.* **THE TURID.** 26th February.

SHIPPING—CHARTER-PARTY—CARGO TO BE DELIVERED "ALONGSIDE"—UNABLE TO GET "ALONGSIDE"—CUSTOM OF PORT INCONSISTENT WITH CHARTER-PARTY.

The terms of a charter-party with regard to the discharge of a cargo of timber were inconsistent with a custom of the port of Great Yarmouth at which the discharge took place.

Held, that the custom, being repugnant to the express terms of the contract, could not be read into it.

This was an appeal from an order of the Court of Appeal (1921, P. 146). By a charter-party it was agreed that the respondents should carry for the appellants to Great Yarmouth or as near thereto as the steamship might safely get, and deliver to the appellants a cargo "always afloat" of timber, and that the cargo should be loaded and discharged with customary dispatch, and should be brought to and taken from alongside the steamer at charterer's risk and expense as customary. The draught of the "Turid" was such that to be afloat at Yarmouth she could not come nearer than 13 feet of the quay, and a staging was necessary in order to discharge the cargo. This method of discharge was according to the custom of the port. The respondents' claim in the action was for the cost incurred by them in erecting the staging and having the timber carried across it. The Court of Appeal gave judgment for the respondents, considering itself bound by *Holman* v. *Wade*, (*The Times*, May 11, 1877).

The LORD CHANCELLOR said the words of the charter-party were "taken from alongside the steamer at charterers' risk and expense. He was of opinion that the word "alongside," if it did not suggest actual contact, did at all events suggest close contiguity, and not the less so because the ordinary obligation of the shipowner was admittedly only to deliver to the consignee the cargo his ship carried at ship's rail. A contract which required delivery elsewhere extended that legal obligation. The custom proved in this case did not refer at all to the extent of the distance which might separate the ship from the quay. A vessel with a greater draught than the "Turid" might, to keep always afloat, have to be berthed at about eight yards from the quay, instead of about four. All that was proved was that the "Turid" could not get nearer to the quay if she was to keep always afloat as the charter party provided. In *Humphrey* v. *Dale*, (7 E. & B. 266, 279), Lord Campbell stated the law as to the admission of evidence of a custom to contradict or qualify the terms of a written contract. He said such evidence would be admissible unless it laboured under the objection of introducing something repugnant to or inconsistent with the tenor of the written instrument. He then suggested a test by which the repugnancy or non-repugnancy might be determined. He said, "to fall within the exception therefore of repugnancy, the incident must be such as if expressed in the written contract would make it insensible or inconsistent." Applying that test he proposed to write in after the words "as customary" words describing the custom relied on in this case. The clause would then run somewhat thus: The cargo to be taken from alongside the steamer at charterers' risk and expense as customary, that is to say, shall at the shipowners' risk and expense be carried from the rail of the vessel over a wooden staging bridging the distance between the ship rail and the quay constructed at the risk and expense of the shipowners, and dumped at a place on the quay not less than three yards from its edge. These added words seemed absolutely inconsistent with the language of the charter-party. Whatever might be the locality indicated by the words "alongside the steamer always afloat," it could hardly be a spot on dry land. The operation of taking the cargo from alongside the steamer was, according to the charter-party, to be conducted at the risk and expense of the charterer, but according to the custom, nothing was to be done at the expense of the charterer, unless it were the taking away of the timber from the place at which it was dumped to the quay. Therefore the taking of it from that dump must be the removal of it from alongside the steamer within the meaning of the custom. To satisfy the condition in the charter-party as to risk and expense one must, to reconcile it with the custom proved, hold that the dump on the quay about eight yards away from the rail of the ship was the "alongside the steamer" and that the taking of the cargo away from the dump was the taking of it from alongside the steamer within the meaning of the charter-party. He could not reach such a conclusion. With the exception of *Stephens* v. *Wintringham*, (3 Com. Cas. 169), the cases cited on behalf of the appellants supported the respondents' case rather than that of the appellants. The other cases cited were easily distinguished from the present. The appeal must be dismissed with costs.

Lord ATKINSON, Lord PARMOOR and Lord BUCKMASTER concurred. Lord SUMNER, in giving judgment to the same effect, said he would not have thought it necessary to enquire whether the decision in *Holman* v. *Wade* (*supra*) now 44 years old and never doubted, was rightly decided had it not been that Hill, J. and Scrutton, L.J., whose opinions commanded the greatest attention, would have been inclined, if free, to decide the other way. But in his opinion, *Holman* v. *Wade* was in line with all other cases on the point, except *Stephens* v. *Wintringham*, and could not be distinguished. Accordingly, in his opinion, the appeal failed.—COUNSEL: *Mackinnon*, K.C. and *Harney*, K.C.; *Raeburn*, K.C. and *Trapnell*. SOLICITORS: *Trinder, Capron, Kekewich & Co.*; *Botterell & Roche*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

GREENWOOD *v.* **SMIDTH & CO.** 26th February.

REVENUE—INCOME TAX—TRADE EXERCISED WITHIN UNITED KINGDOM—ASSESSMENT OF NON-RESIDENT PERSONS IN NAME OF BRANCH—FINANCE (No. 2) ACT, 1915, s. 31 (2).

The Finance (No. 2) Act, 1915, *s.* 31 (2), *does not alter the law so as to render a non-resident trader liable to income tax where his transactions did not amount to the exercise of a trade within the United Kingdom.*

This was an appeal from a decision of the Court of Appeal (1921, 3 K.B. 593), affirming a decision of Rowlatt, J., which reversed a decision of the Commissioners. The questions raised were (1) whether the respondents, who were a Danish firm residing and carrying on business in Copenhagen, exercised trade within the United Kingdom; and (2) whether the profits in question were chargeable to income tax as profits arising directly or indirectly to a non-resident person through a branch, agency or management. The respondents were a firm consisting of two partners, both of whom were Danish subjects, who resided and carried on business in Copenhagen. The business was that of manufacturers of and dealers in machinery for cement works, brick works and mining industries. The firm maintained an office in Westminster, and its name was on the office door and was also in the *Post Office Directory*. At this office the firm employed an engineer whose duties included the discussion of requirements with prospective purchasers, the inspection of sites of proposed installation of machinery, the taking of samples of earth and the forwarding of such samples to Copenhagen for testing. He did not himself make contracts with the purchasers, which were concluded by negotiations direct with the firm in Copenhagen, but he had the general oversight of the erection of all important installations of machinery in the United Kingdom, though the respondents in some cases sent a supervising engineer from Copenhagen for the same purpose. The respondents were assessed to income tax on the profits derived from the dealings in machinery with purchasers in the United Kingdom in the sum of £5,000. The respondents appealed to the General Commissioners, who held that trade was exercised by the appellants within the United Kingdom and dismissed the appeal. This decision was reversed by Rowlatt, J., who was of opinion that the respondents did not exercise a trade within the United Kingdom, and that s. 31 of the Finance (No. 2) Act, 1915, did not so far alter the basis of taxation as to abolish the condition of exercise of trade within the United Kingdom before a non-resident trader could be taxed.

Lord BUCKMASTER said he entertained no doubt that according to the decision of this House in the case of *Grainger* v. *Gough* (1896, A.C. 325), there was no material before the Commissioners upon which they could properly find that the respondents exercised a trade within the United Kingdom. On that point he entirely agreed with the reasoning of the Master of the Rolls, whose judgment he desired to adopt. There remained the further point arising on the construction of s. 31 (2) of the Finance (No. 2) Act, 1915. It was contended that the effect of that sub-section was to alter the operation of Schedule D, and to render the respondents liable to be assessed for income tax even though on the facts they had not been exercising any trade here. He was unable to accede to that argument. It was important to remember that there was a rule which the courts still obeyed that, where it was desired by the legislature to impose a new burden on the subject, it was necessary that that should be stated in plain terms. If a section was ambiguous, and the Crown sought a construction which would introduce a new subject of taxation, the court would not assent to that view. The sub-section in question was, at best, a provision of an extremely doubtful character. The general charging power was to be found in the schedules, and if Parliament desired to alter that machinery it should have done so in clearer language than was to be found in this sub-section. He found himself in agreement with the Court of Appeal on this point also. The appeal would be dismissed.

Lord ATKINSON, Lord SUMNER, Lord WRENBURY and Lord CARSON concurred.—COUNSEL: *The Attorney-General* (Sir Gordon Hewart, K.C.) and *R. Hills*; *Sir Wm. Finlay* and *Bremner*. SOLICITORS: *Solicitor of Inland Revenue*; *Wainwright, Pollock & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Court of Appeal.

COHEN *v.* **HALL.** No. 2. 3rd March.

GAMING—PAYMENT OF RACING BETS BY CHEQUE—RECOVERY FROM PAYEE—PROMISE EXPRESS OR IMPLIED TO PAY—PROMISE NULL AND VOID—GAMING ACT, 1835 (5 & 6 Will. 4, c. 41), ss. 1, 2—GAMING ACT, 1845 (8 & 9 Vict. c. 109), s. 18—GAMING ACT, 1892 (55 Vict. c. 9), s. 1.

The plaintiff sued the defendant to recover money paid by cheque for betting losses. The defendant contended that by the Gaming Act, 1835, *s.* 2, *money paid by cheque within the section "shall be deemed and taken to be a debt due and owing . . . to the person who shall so have paid such money and shall be recoverable by action at law in any of His Majesty's Courts of Record." To make a debt there must be an express or implied promise to pay. Such implied promise came within s.* 1 *of the Gaming Act*, 1892, *which provided "any promise express or implied to pay any person any sum of money paid by him under or in respect of any contract or agreement rendered null and void by the Act* (8 *and* 9 *Vict.*, c. 109) . . . *shall be null and void, and no action shall be brought or maintained to recover any such sum of money." The Act* 8 *&* 9 *Vict.*, c. 109, *had enacted by s.* 18, *that "all contracts or agreements whether by parole or in writing, by way of gaming and wagering shall*

be null and void." The defendant said that the effect of s. 1 of the Act of 1892 was impliedly to repeal s. 2 of the Act of 1835, and, notwithstanding the recent decisions in Dey *v.* Mayo (64 Sol. J. 240; 1920, 2 *K.B.* 346) *and* Sutters *v.* Briggs (66 Sol. J. 48; 1922, *A.C.* 1), *to make the action unmaintainable.*

Held, that as the Act of 1835 *used the words "shall be deemed and taken to be a debt due and owing" no promise was required to make it a debt. The action was in effect one to recover a debt due by statute, and was not affected by the Act of* 1892.

Appeal by the plaintiff from a decision of Roche, J. The facts appear sufficiently in the head note. The Court dismissed the appeal.

Lord Sterndale, M.R., said that the point, though small, was not unimportant. If successful, it would do away at one stroke with the effect of the decisions in *Dey* v. *Mayo* (*supra*) and *Sutters* v. *Briggs* (*supra*). Curiously enough, the point seemed to have been altogether overlooked in those two actions, by the parties, by their legal advisers, and by the Judges who had tried the two cases; yet that would not prevent it from being a good point. It had been argued for the appellant that the provisions of the Act of 1892 got rid of those of the Act of 1835, because under the latter, money must be recovered by an action at law, which would be the old action for money had and received, and that action always depended upon a promise to pay, and therefore any action brought under the Act of 1835 would be founded upon an implied promise to pay, and would be got rid of by the Act of 1892. To him (his Lordship) it seemed that the form of action had little or nothing to do with the matter. It was an obligation created by a statute which said "shall be deemed and taken to be a debt due and owing." It was in effect a statutory debt and no promise was required to make it a debt. The judgment of Roche, J., to that effect was correct.

Warrington and Scrutton, L.JJ., delivered judgment to the same effect.—Counsel: *du Parcq; J. B. Melville* and *Davies*. Solicitors: *Gibson & Weldon; Burnett L. Ellman*.

[Reported by G. T. Whitfield-Hayes, Barrister-at-Law.]

High Court—Chancery Division.

LOCKHARTS, LIMITED *v.* BERNARD ROSEN & CO.

Astbury, J. 21st February.

Vendor and Purchaser—Leaseholds—Landlord's Consent—Disrepair—Repairs Executed to obtain Consent—Cost of Repairs—Specific Performance.

A purchaser agreed to buy leasehold premises in their then state of repair, and subject to the landlord's consent being obtained. The vendors, in order to get the landlord's consent put the premises in repair, and in an action for specific performance they claimed that the costs of the repairs ought to be borne by the purchaser.

Held, that the vendors were entitled to specific performance on that footing.

This was an action by the plaintiffs for specific performance, on the footing that certain costs ought to be borne by the purchasers. In January, 1921, the defendants agreed to buy certain leasehold premises from the plaintiffs for £150, and to take an assignment of the lease, subject to the consent of the landlord being obtained, and to the premises being taken in their then present condition. The premises were held under a fifty years' repairing lease, expiring 24th June, 1936, at a rent of £85, and were only assignable to a person previously approved in writing by the landlord. The premises were in a bad state of repair to the knowledge of the purchaser, who inspected them and obtained a surveyor's report before finally entering into the contract. The abstract was delivered and the purchasers sent to the vendors the draft assignment with requisitions asking whether any notice to repair or of breach of covenant had been served, and stating that if so it must be complied with before completion. They also required the vendors to obtain the licence to assign at their own expense. The vendors applied for a licence, but the landlord served a notice of breaches of covenant and a schedule of dilapidations on the vendors with an intimation that the licence would be withheld until the notice was complied with. The vendors thereupon requested the purchasers to do the repairs. The purchasers refused and declined to proceed with the purchase. In order to prevent a forfeiture of the lease and obtain the licence, the vendors then did the repairs at a cost of £225, and the licence was granted. The vendors then commenced this action, claiming specific performance on the footing that the costs of complying with the notice and other outgoings ought to be borne by the purchasers. The purchasers referred to *Re Highett and Bird's Contract* (1903, 1 Ch. 187).

Astbury, J., said the purchasers obviously knew that the premises agreed to be sold were leaseholds held under a superior landlord, and that they were in a bad state of repair and they must be taken to have known that they were obtaining them for a smaller price in consequence. Except so far as they were relieved therefrom by the contract, the vendors were bound to make and show a good title under the otherwise open contract. They contended that the contract was to take the premises *cum onere*, and that under the terms of the agreement the cost of any repairs subsequent thereto fell upon the purchasers. In order to obtain the licence and show a good title irrespective of the disrepair, the vendors applied to the landlord, who expressly withheld the licence until the repairs were done. The execution of the repairs thus became a term upon which alone the vendors could carry out the contract. From the date of the contract the vendors were trustees for the purchasers of the premises in their then state of disrepair. It was true that in one sense the vendors had to expend the £225 in order to obtain the licence necessary to make a title, but the money was spent in repairs for which the purchasers were liable. From the date of the contract the purchasers were liable to indemnify the vendors against any liability to put the premises into any state of repair other than their then present condition, and they could not prevent the vendors from carrying out the contract by repudiating their own obligation to repair. The vendors were therefore entitled to specific performance on the footing that the costs of the repairs and other outgoings since the title was accepted ought to be borne by the purchaser. Counsel: *Luxmoore*, K.C., and *Hodge; Swords*; Solicitors: *Biddle, Thorne, Welsford & Gait; J. E. Holloway-Pike*.

[Reported by S. E. Williams, Barrister-at-Law.]

CONSON *v.* THE LONDON COUNTY COUNCIL.

Peterson, J. 19th, 20th, 23rd and 24th January, and 15th February.

Housing—Building Scheme—Acquisition of Beerhouse for Purpose of Controlling Traffic in Intoxicating Liquor—Powers—Housing, Town Planning, &c., Act, 1919 (9 & 10 Geo. 5, c. 35), s. 12.

Section 12 *of the Housing, Town Planning, &c., Act,* 1919, *gives the local authority power to acquire a beerhouse with the object of controlling and regulating the sale of intoxicating liquor therein, because the power to acquire the house is only incidental to the power to control the area acquired, and it is of no importance that the house and its site are not required for use as a workman's dwelling.*

This was an action brought by the owners, the occupiers, and the licensee of a beerhouse called the "Royal Oak," Green Lane, Chadwell Heath, to restrain the London County Council from exercising its powers of compulsory purchase of the beerhouse under the Housing Acts, 1890 to 1919. The facts were as follows: In October, 1919, the council made an order which the Ministry of Health confirmed, for the compulsory acquisition of a certain area at Dagenham, Essex, under the Housing, Town Planning, &c., Act, 1919, on which area houses were to be erected. Four beerhouses were included within the area, but by accident one of them "The Royal Oak" was omitted from the scheme, and a further order was made acquiring it which was still before the Ministry of Health. The court found that the "Royal Oak" was acquired for the purpose of controlling and regulating the traffic in intoxicating liquor on the site of the scheme, and that the control was to be based on management by persons who would have no pecuniary interest in the sale of intoxicating liquor. All the plaintiffs objected and brought this action.

Peterson, J., in the course of a long considered judgment, said: The question is whether there is anything in the Housing Acts which enabled the council to acquire compulsorily the "Royal Oak" with the object of controlling the traffic in intoxicating liquor in the manner indicated. The material legislation begins with Part III of the Housing of the Working Classes Act, 1890. By s. 53 of that Act the purposes of Part III of that Act included the provision of lodging-houses and cottages for the working classes. Section 57, s-s. (1), enables a local authority to acquire land for the purposes of Part III compulsorily by reference to s. 176 of the Public Health Act, 1875, which section enables a local authority to acquire land for the purposes of the Acts and provides for the sale of superfluous land, but the latter provision does not enable a local authority to acquire land deliberately for an unauthorized purpose. Section 59 of the Act of 1890 authorizes the erection of buildings for the housing of the working classes on land acquired by a local authority. I do not find any contrary intention in the Act which prevents the word "land" from including buildings by virtue of s. 3 of the Interpretation Act, 1889. Section 12, s-s. (1), of the Housing, Town Planning, &c., Act, 1919, provides that the powers of a local authority to acquire land for the purposes of Part III of the Act of 1890 shall include power:—(*a*) to acquire any houses or other buildings on the land proposed to be acquired as a site for the erection of houses for the working classes; and (*b*) to acquire any estate or interest in any houses which might be made suitable as houses for the working classes, together with any lands occupied with such houses; and also power to alter, enlarge, repair and improve any such houses or buildings so as to render them fit for habitation as houses for the working classes. Section 12, s-s. (1), in my view, contemplates a scheme under which an area has been marked out for the erection of the houses which the local authority is bound to provide under the provisions of the Act, and treats the land within the selected area as a whole as something in the nature of a building estate. The power to acquire any house is given as incidental to the complete control of the development of the building scheme, and it is of no importance for the purpose of the sub-section that the house and its site were not required for use as a workman's dwelling, or as a site for such a dwelling-house, or for a roadway, or for other purposes mentioned by the earlier Housing Acts. The idea of sub-clause (*a*) is that the local authority shall be enabled to obtain complete control over the area which it proposed to acquire as a building estate, and the London County Council have, in my opinion, power, subject to the approval of the order by the Ministry of Health, to purchase the "Royal Oak" compulsorily. If it were necessary, I should also be prepared to hold that the council have power to acquire the "Royal Oak" under the provisions of s. 12, s-s. (2). Moreover, if the Ministry of Health considered it desirable that a beerhouse to be conducted on the most approved lines should be provided to meet the wants of the persons

who lived on the council's building estate, the council have, in my judgment, power to provide it under the provisions of s. 11 of the Housing of the Working Classes Act, 1903. If the Ministry of Health is of opinion that the "Royal Oak" will serve the kind of beneficial purpose mentioned in s. 11, if it is purchased by the council, and confirms the order, the council will, in my view, have power to acquire it compulsorily. I am therefore of opinion that the action fails.—COUNSEL: *Maugham*, K.C., *Gavin Simonds* and *Wrottesley; Hughes*, K.C., and *Attwater*. SOLICITORS: *Witham, Roskell, Munster & Weld; D. P. Andrews.*

[Reported by L. M. MAY, Barrister-at-Law.]

In re **COOKE; WINCKLEY** *v.* **WINTERTON.**
Russell, J. 17th and 24th January.

POWER OF APPOINTMENT—TESTAMENTARY COVENANT TO APPOINT IN A PARTICULAR WAY AND NOT TO REVOKE WILL—WILL EXERCISING POWER ACCORDINGLY—SUBSEQUENT WILL REVOKING—EFFECT.

The donee of a special power of appointment by will cannot validly covenant to appoint in a particular way, because by so doing the power is robbed of its fiduciary character and the donee's discretion fettered.

In re Bradshaw (1902, 1 Ch. 436) *applied.*

In re Evered (1910, 2 Ch. 147) *distinguished.*

This was a summons to determine what was the effect of the purported exercise of a power of appointment. The facts were as follows: The testator, who died in 1868, by his will gave the income of a trust fund to his daughter Eliza for her life, and directed that after her death the principal should be divided amongst her surviving children in such shares as she should by will appoint, and in default of appointment amongst her surviving children equally. A son and a daughter survived. In 1905, when the son was about to marry, his mother covenanted by deed that, in the event of the marriage taking place, she would forthwith, in the exercise of the power given to her by the will of the testator, appoint to her said son absolutely a sum of not less than £4,000, and would not at any time execute any will whereby the said will thereinbefore covenanted to be executed should be revoked in such a way as to affect the appointment to the said son of the said clear sum of not less than £4,000. On the same day the mother executed a will whereby she appointed to her said son a clear sum of not less than £4,000, and he assigned that sum to the trustees of his marriage settlement. In 1915 the mother executed a fresh will whereby she revoked the first will and appointed the fund, which amounted to £6,000, equally between her son and daughter. The trustees of the said settlement submitted that, as £3,000 only had been appointed to him, the mother was debarred by her covenant from appointing the balance of the £6,000, except in such a way as would give him not less than £4,000, and accordingly £2,000 must be treated as passing, in default of appointment, as to half to her son, and relied on *In re Evered* (*supra*). The daughter contended that the covenant to appoint in a particular way was void, and relied on *Thacker* v. *Key* (1869, L.R. 8 Eq. 408); *Palmer* v. *Locke* (1880, 15 Ch. D. 294); *In re Bradshaw* (*supra*). The beneficiaries under the will of a deceased son of the mother claimed a share in anything unappointed.

RUSSELL, J., after stating the facts, said: The donee of a special power of appointment by will cannot validly covenant to appoint in a particular way. Such a power is fiduciary in its nature, and it is not a proper discharge of the donee's duty to fetter his discretion by a covenant executed beforehand: see *Thacker* v. *Key*, *Palmer* v. *Locke* and *Re Bradshaw* (*supra*). The donee can release such a power or covenant not to exercise it, but then the objects of the power, if they acquired any benefit in the property subject to the power, did so under the trusts in default of appointment. The benefit is derived from the donor of the power, and not as the result of the donee's exercise of the power in consequence of a previous bargain which deprived him of any discretion. Neither the covenant to appoint to not less than £4,000, nor the covenant not to revoke the will appointing that sum, has any legal operation. *Re Evered* (*supra*) does not apply to the present case, because there the obligation of the appointor was to refrain from exercising her power, and not one to exercise the power in a particular way, and the benefits to the persons affected flowed from the trusts in default of appointment declared by the donor of the power, and not from any exercise of the power bargained for by the donee and one of the objects of the power. I declare that half of the fund in question belongs to the daughter of Eliza Hill and the other half to the surviving trustee of Kenelm's marriage settlement. Costs of all parties as between solicitor and client to be paid out of the fund before division.—COUNSEL: *J. Bradley Dyne; C. J. Mathews*, K.C., and *J. N. Gray; Clauson*, K.C., and *F. K. Archer; D. D. Robertson*. SOLICITORS: *Field, Roscoe & Co.*, for *Freer & Co.*, Leicester; *Kinch & Richardson* for *Lloyd & Pratt*, Newport, Monmouth.

[Reported by L. M. MAY, Barrister-at-Law.]

At the Guildhall, on the 9th inst., the last case in the Mayor's Court list was disposed of by Sir John Paget, K.C., Deputy Judge. It was the case of *Davenport* v. *Gerhard and Hey, Limited*, in which the parties consented to judgment for the plaintiff for £25 damages for personal injuries sustained. Mr. Moyses, counsel for the plaintiff, said the cause happened to be the last relic of the old Mayor's Court, which was now amalgamated with the City of London Court. He expressed great regret at the passing of the Court, which had great associations. Sir John Paget also referred to the ending of the court, where he said men of great eminence had appeared and great cases had been tried.

High Court—King's Bench Division.

X RAYS LTD. *v.* **ARMITAGE.** Rowlatt J. 13th January.

EMERGENCY LEGISLATION—LANDLORD AND TENANT—NOTICE TO QUIT AND NOTICE OF INCREASE OF RENT—HOLDING OVER—HOUSE NOT FIT FOR HUMAN HABITATION—JURISDICTION—HIGH COURT—COUNTY COURT—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920 (10 & 11 Geo. 5, c. 17), s. 2 (2) (6).

The emergency legislation has allocated to the county court applications for suspension of increases of rent under s. 2 (2) of the Increase of Rent and Mortgage Interest (Restrictions) Act, and applications under that sub-section cannot be entertained by the High Court.

This was an action under Order 14. The main point of interest was whether by reason of s. 2 (2) of the Increase of Rent and Mortgage Interest (Restrictions) Act 1920, an application for a suspension of increase could be made in the High Court as well as in the County Court. The plaintiffs let certain premises to the defendant on a weekly tenancy, and on the 9th August, 1921, they served the defendant with a notice to quit, together with a notice of increase of rent. The defendant ignored the notice to quit and did not pay the increase. The plaintiffs commenced this action for possession, mesne profits and rent at the increased rate. A certificate of the London County Council that the house was not in all respects reasonably fit for human habitation having been given, the defendant contended that by reason of s. 2 (2) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, the plaintiffs were not entitled to the increase. By that section it is provided: "(2) At any time or times, not being less than three months after the date of any increase permitted by paragraph (*d*) of the foregoing sub-section, the tenant or the sanitary authority may apply to the County Court for an order suspending such increase . . . and also any increase under paragraph (*c*) of that sub-section on the ground that the house is not in all respects reasonably fit for human habitation . . . The Court on being satisfied by the production of a certificate of the sanitary authority or otherwise that any such ground as aforesaid is established, and on being further satisfied that the condition of the house is not due to the tenant's neglect or default or breach of express agreement, shall order that the increase be suspended until the Court is satisfied, on the report of the sanitary authority or otherwise, that the necessary repairs (other than the repairs, if any, for which the tenant is liable) have been executed, and on the making of such order the increase shall cease to have effect until the Court is so satisfied . . . (6) Any question arising under sub-section (1), (2) or (3) of this section shall be determined on the application either of the landlord or the tenant by the County Court, and the decision of the Court shall be final and conclusive." With regard to the references in s-s. (2) to paras. (*c*) and (*d*) of s-s. (1), para. (*c*) referred to permitted increases in respect of rent, and para. (*d*) to permitted increases in respect of repairs where the landlord was wholly or partially responsible for the repairs. It was contended on behalf of the plaintiffs that the Court had no jurisdiction to deal with the point on the ground that under the provisions of s-s. (2) and (6) of s. 2 of the Act, the matter could only be dealt with by the County Court. On behalf of the defendant, it was contended that the High Court could deal with the point, and that the jurisdiction of the High Court was not ousted by the new legislation.

ROWLATT, J., in delivering judgment, dealt with the other points, and said that the question had arisen whether the defendant was entitled to a suspension of increase of rent under s. 2 (2) of the Act of 1920. It was quite clear that the suspension could not be ordered by the High Court, and that in view of the provisions of the Act it would be necessary for him to apply to the County Court if he desired a suspension. The new jurisdiction was in that respect given to the County Court.—COUNSEL: *Horton-Smith; Sir Harold Smith*. SOLICITORS: *C. R. Sawyer & Withall; Willis & Willis.*

[Reported by J. L. DENISON, Barrister-at-Law.]

LA ROCHE *v.* **ARMSTRONG.** Lush, J. 19th January.

SOLICITOR—EVIDENCE—LETTERS WRITTEN "WITHOUT PREJUDICE"—ADMISSIBILITY—ACTION AGAINST SOLICITOR BY ADMINISTRATOR TO RECOVER ALLEGED TRUST MONEYS—ADMISSIONS BY DEFENDANT'S CLIENT MADE IN HIS ABSENCE.

A client gave to her solicitor a sum of money, and retained his services in case any action should be brought against her by the administrator of an estate. The solicitor wrote certain letters to the solicitor of the administrator "without prejudice," as a result of which letters an action was brought against him by the administrator for the recovery of money given to him by his client.

Held, that neither the letters, nor the admissions made by the client to a daughter of the administrator in the absence of the defendant, were admissible as evidence against the defendant.

In March, 1920, G. La Roche, the son of the plaintiff (who sued as administrator of his son) sent two drafts of £100 each from West Africa to London to a lady named Miss Barbour, to whom he was engaged to be married. On 28th March, 1920, Miss Barbour was informed of the death of Mr. G. La Roche, and in May, 1920, the plaintiff in this action demanded the proceeds of the two drafts on the ground that they had been sent to Miss Barbour for the purpose of furnishing a home for the joint occupation

of herself and his son, and that consequently they remained the property of the deceased, and formed part of his estate, and were to be held in trust for the use of the administrator of the estate. Miss Barbour refused to comply with this demand, but handed £115, part of the proceeds, to the defendant in this action, who was her solicitor. In June, 1920, the plaintiff's solicitor wrote to Miss Barbour threatening proceedings unless the money was paid. She instructed the defendant to act for her. He wrote two letters to the plaintiff's solicitor "without prejudice" with a view to settling the dispute. In the first letter he made an offer on behalf of Miss Barbour to pay over "the balance of the £200 which she received from the deceased," and stated that the balance was £115. In the second letter he said that Miss Barbour had "handed over to me the £115." The plaintiff sued the defendant in respect of a sum of money which he alleged was held by the defendant in trust for his son's estate. Counsel for the plaintiff sought to put in evidence these letters, and the conversation which took place at a subsequent interview between the plaintiff's solicitor and the defendant as the result of the letters, and he also sought to put in evidence admissions made by Miss Barbour to the plaintiff's daughter at an interview at which the defendant was not present, with regard to the circumstances under which she had received the money and the manner in which it had been dealt with by her, as being admissions made by a person through whom the defendant was derivatively interested Taylor on Evidence, 11th Ed., paras. 750 and 759, were referred to.

LUSH, J., in delivering judgment, said that the two letters, which were written "without prejudice," were not admissible as evidence against the client on behalf of whom they were written, or against the solicitor who wrote them. If it were held otherwise, negotiations for the settlement of litigation would in many cases be rendered almost impossible. A solicitor who made statements in the course of negotiations "without prejudice" must be protected, and if he could not inform the other side of all the material facts which made the offer of settlement reasonable without fear of an action if the offer were refused, it would be difficult to negotiate at all. The defendant wrote in his capacity as solicitor for Miss Barbour, and identified himself with her for the purposes of the offer; but it would be wrong to hold that a solicitor so acting should be exposed to an action by the other side because the letter contained a statement which could be used against him. The letters could not be read as evidence against the defendant. That being so, there was no evidence before his lordship that the defendant received the money knowing it to be trust money, or that it was trust money. His lordship gathered that the defendant had received the money from Miss Barbour for the purpose of her defence in proceedings threatened against her by the plaintiff. It must therefore be inferred that her view was that she was not under any obligation to refund the money, and that it was consequently not trust money. With regard to the application to put in evidence the admissions made by Miss Barbour at the interview between herself and the plaintiff's daughter, it was said that where title was in question, statements made by persons from whom the title was derived were evidence against those who had acquired the title. This was, however, simply a payment of money by the deceased to Miss Barbour, and by her to the defendant, and it could not be said that the defendant derived title from, or was derivatively interested in the money through Miss Barbour. This evidence therefore also failed. The defendant had received a sum of money for the purpose of resisting a claim, and his lordship would be most reluctant to say that a solicitor, who could not know the real truth, having heard one story from his client and another from the plaintiff, was bound to hold the money for the plaintiff, whose claim had not been established. This was not a case of the misuse of trust money. The money had been used by the defendant for the purpose for which he had received it, and there must be judgment in his favour.—COUNSEL: *W. Hedley*; *le Breton*, K.C., and *A. E. Woodgate*. SOLICITORS: *Frank Patteson; Gustavus Thompson & Sons.*

[Reported by J. L. DENISON, Barrister-at-Law.]

The members of the Bar who have recently been raised to the rank of King's Counsel were called within the Bar in the various Courts on Wednesday.

Mr. ERNEST SCHUSTER, K.C., will practise in the Chancery Division, exclusively in cases concerned with foreign or international law, without attaching himself to any particular court.

In Parliament.

House of Commons.

Questions.

LORD TREVETHIN.

Mr. G. THORNE (Wolverhampton, E.) asked the Prime Minister when the late Lord Chief Justice sent in his resignation; whether it was then accepted; and, if not, whether he was consulted as to the date on which his resignation should become effective?

Mr. CHAMBERLAIN: The late Lord Chief Justice's letter of resignation was dated 1st November last. He was then asked by the Prime Minister to postpone his resignation, and consented to do so. The matter was again referred to towards the end of January, and his resignation was further postponed with his consent. On Thursday last the Prime Minister wrote to the Lord Chief Justice saying that he was accepting his resignation, and thanking him for his eminent public services. I speak on behalf of my right hon. Friend when I say that I should be extremely sorry if the official announcement of the resignation, so soon after the delivery of this letter, led to any misconception as to the respect and regard felt for the Lord Chief Justice. The directions for publication were given in the midst of a great press of business. An endeavour was, in fact, made a few hours later to postpone the announcement, but it had already been circulated to the news agencies and the Press.

Captain W. BENN (Leith): Is it a fact that the Lord Chief Justice was unaware that he had resigned, and that he announced on Friday that he would sit on Monday, and then learned on Saturday that he had resigned?

Mr. CHAMBERLAIN: That assumption is quite as inaccurate as most of the assumptions of the hon. and gallant Gentleman.

Mr. GWYNNE (Eastbourne): Is it not a fact that the Lord Chief Justice was in the middle of the trial of a case when the announcement was made?

Mr. CHAMBERLAIN: Yes. He was trying a case which he was able to finish next morning.

LAW OFFICERS (SALARIES AND FEES).

Mr. MILLS (Dartford) asked the Chancellor of the Exchequer the amount of salary and fees paid to the Solicitor-General and Attorney-General from 1915 to 1921?

Mr. YOUNG: The salary of the Attorney-General is £7,000 and of the Solicitor-General £6,000. But these amounts were at their own wish reduced in each case during the period of actual hostilities by £1,000 per annum, apart from the further reduction due to the Ministerial pool. Fees are paid to the Law Officers of the Crown in litigious cases only, and the period referred to was one of heavy and increasing litigation, which, however, has recently diminished. For example, in the Department of the Treasury Solicitor alone the number of new cases rose from 3,730 in 1914 to 7,747 in 1920-21, exclusive of prize cases. During the six financial years covered by the question the aggregate amount of fees paid to the Attorney-General was £77,887 10s. 9d., and to the Solicitor-General £51,863 8s. 4d. These amounts were of course greatly diminished by Income Tax and Super-tax. I should like to add that a considerable part of the Law Officers' fees does not fall on public funds. In cases where the Crown succeeds with costs, the costs are recovered from the unsuccessful party, and during the period in question a large number of the cases were cases in the Prize Courts, where the claimants were almost invariably foreigners.

CROWN *v.* WILTS UNITED DAIRIES, LTD.

Mr. G. LOCKER-LAMPSON (Huntingdon) (*by private notice*) asked the President of the Board of Trade whether he proposes to take any further action with regard to the case in which the Court of Appeal has given judgment against the Crown in proceedings to recover certain moneys claimed to be due from the Wilts United Dairies, Limited.

Mr. BALDWIN: In the case to which my hon. Friend refers, the decision of the Court of first intance was to the effect that the Crown is entitled to recover certain moneys claimed to be due from the Wilts United Dairies, Limited, in respect of charges made by the Ministry of Food on licences to export milk from one area to another. This decision has been reversed by the Court of Appeal, and an appeal to the House of Lords has been lodged. If judgment be given by the House of Lords against the Crown, the Government will bring in a Bill to legalise their procedure in cases of this nature during the period of control.

ORDNANCE SURVEY.

Major BARNES (Newcastle-upon-Tyne, E.) asked the hon. Member for the Pollok Division of Glasgow, as representing the First Commissioner of Works, whether, seeing that the recommendations of the Geddes Report, to the effect that it is unnecessary to re-survey 60 per cent. of the surface of the United Kingdom once in every twenty years and that the sale price of Ordnance maps should be increased, were also set out in the Third Report of the Select Committee on National Expenditure of 1918, he will say why these recommendations were not acted upon before?

Sir A. BOSCAWEN: I have been asked to reply. The recommendations of the Select Committee on National Expenditure, 1918 (Third Report), that the standard period for revision of survey of certain areas of the United Kingdom should be extended, and that the sale prices of maps should be increased, were both acted upon within a few months of the issue of the Report. The Geddes Committee recommended a further reduction of the areas to be revised every twenty years, and a further increase in the prices of maps. Both of these recommendations are being put into force.

CRIMINAL LAW AMENDMENT ACT.

Mr. CAUTLEY (East Grinstead) asked the Home Secretary whether he will consider the advantage of taking the opinion of His Majesty's Judges of the King's Bench as to the expediency or desirability of taking away the defence of reasonable cause of belief under ss. 5 and 6 of the Criminal Law Amendment Act, 1885?

Mr. SHORTT: I do not think it would be right or proper for me to attempt to elicit such an expression of opinion. (9th March.

LATE LORD CHIEF JUSTICE (PENSION).

Mr. T. THOMSON (Middlesbrough, W.) asked the Financial Secretary to the Treasury what increase has become payable from public funds to the late Lord Chief Justice in consequence of his tenure of that position?

Mr. YOUNG: The pension payable under statute to the late Lord Chief Justice is £4,000 a year. Had he not held the office of Lord Chief Justice, his pension as an ex-judge of the High Court would have been £3,500 a year.

ADMINISTRATION OF JUSTICE, SCOTLAND.

Mr. A. SHAW (Ayr and Bute) asked the Secretary for Scotland (1) whether, since the Committee on National Expenditure recommended that the number of judges in the Court of Session should be reduced, he will say why the recent vacancy on the bench has been filled up;

(2) the number of cases in the Court of Session in the year 1921; the number of final judgments pronounced during the year; the number of cases remaining undisposed of at the end of the year; the number of cases tried in the High Court of Justiciary in the same year; and whether he can give the corresponding figures for the average of the five pre-war years, 1909-13?

Mr. MUNRO: It is not the case that the Committee recommended that the number of judges should be reduced. They drew attention to the fact that the number of judges in the Court of Session was higher in proportion to the population of Scotland than the number of judges in the High Court of England compared with the population of England and Wales. The Committee state that this disparity is apparently due to the fact that the Masters who perform minor judicial functions in the English Supreme Court have, broadly speaking, no counterpart in Scotland, and they suggest that an inquiry should be made as to the possibility of economics by the adoption of similar judicial arrangements in Scotland. A similar proposal was considered in 1870 by a Royal Commission of a very representative character which contained eminent English lawyers. The Commission were unanimously of opinion that the adoption of the proposal would inevitably entail great additional expense. Since the date when the Commission reported, the population of Scotland has increased by 45 per cent., and I see no reason to suppose that a change of the nature suggested would now make for economy.

The lastest year for which I have the figures is 1920. In that year the number of cases in the Court of Session was as follows: In the Outer House, 2,899; in the Bill Chamber, 80; and in the Inner House, 920. The number of final judgments pronounced in the Outer House was 1,771, and in the Inner House, 475. At the end of the year there remained undisposed of 908 cases in the Outer House and 287 in the Inner House. The number of criminal cases tried in the High Court of Justiciary in the same year was 153. The corresponding figures for the average of the years 1909-13 are: Cases in the Outer House, 2,319; in the Bill Chamber, 199; and in the Inner House, 922. Final judgments pronounced in the Outer House, 1,470, and in the Inner House, 488. Cases undisposed of in the Outer House, 634, and in the Inner House, 221. Criminal cases tried in the High Court of Justiciary, 135. (13th March.)

INCREMENT VALUE DUTY.

Lieut-Colonel POWNALL (Lewisham, E.) asked the Chancellor of the Exchequer what is the amount of the legal fees payable to the legal profession by the public in order to carry out the provisions of s. 4 of the Finance (1909-10) Act, 1910, amended by the Finance Act, 1920, under which particulars of sales and leases have still to be delivered to the Commissioners of Inland Revenue?

Sir R. HORNE: The delivery of the particulars referred to by my hon. and gallant Friend does not necessarily involve expenditure on legal assistance; and I have no information as to the amount of fees which may be paid in cases where such assistance is sought.

Lieut.-Colonel POWNALL: Can the right hon. Gentleman say whether it is estimated that £500,000 per annum is paid in this way?

Sir R. HORNE: I cannot say whether that is a reasonable figure, or not.

Sir W. DAVISON: Is not it great tyranny on the public, keeping this on, and quite unnecessary?

Lieut.-Colonel POWNALL asked the Chancellor of the Exchequer what is the number of documents stamped with the particulars delivered stamp in the first eleven months of the financial year ending 31st March, 1922; and what is the annual cost of the Inland Revenue staff in connection with s. 4 of the Finance (1909-10) Act, 1910, as amended by the Finance Act, 1920?

Sir R. HORNE: Exclusive of Scotland and Ireland the number of documents stamped in the eleven months referred to was 320,000. The annual cost of the staff employed in the work in question is approximately £6,000.

Lieut.-Colonel POWNALL: Is it absolutely essential that these 320,000 documents should be stamped in this way?

Sir R. HORNE: I should think so.

AGRICULTURAL HOLDINGS ACTS (CONSOLIDATION).

Lieut.-Colonel A. MURRAY (Aberdeen) asked the Minister of Agriculture whether, for the convenience of agriculturists, he is taking steps to collect together into one Consolidation Act the measures connected with agriculture now upon the Statute Book?

Major BARNSTON (Comptroller of the Household): I have been asked to reply. It is proposed to introduce a Bill to consolidate all the enactments relating to agricultural holdings in England and Wales and a similar Bill for Scotland, but it would not be practicable to include in these Bills the provisions of every measure connected with agriculture, many of which apply also to other industries.

Lieut.-Colonel MURRAY: Can the hon. and gallant Gentleman say when that Bill will be introduced?

Major BARNSTON: I cannot.

PRISONERS (FINGER-PRINTS).

Captain W. BENN (Leith) asked the Home Secretary whether his attention has been called to a statement by Mr. Pope, magistrate to the North London Police Court, on the 20th February, that it was a Regulation now that finger-prints should be taken; whether the magistrate directed the remand of a prisoner on that date for the purpose of taking finger prints; and, if so, under what statutory authority?

Mr. SHORTT: I have no information as to the case, but it is a common practice for prisoners to be remanded, and to have their finger-prints taken. The authority of the magistrate to remand is derived from the power under the Summary Jurisdiction Acts, and the authority of the prison officers to take finger-prints is derived from the Regulations of the 20th June, 1896, made under s. 8 of the Penal Servitude Act, 1891.

Captain BENN: Does the right hon. Gentleman adhere to his statement to me that the authority to take finger-prints only comes into force after the conviction of the prisoner?

Mr. SHORTT: I do not think I said that.

ALLOTMENTS BILL.

Mr. HURD (Frome) asked the Minister of Agriculture if he can now give an assurance that the Allotments Bill will be introduced before Easter and every opportunity be taken to pass it into law this Session?

Major BARNSTON: I have been asked to reply. I hope that the Bill will be introduced in another place before Easter, and that it will be passed into law this Session.

CORONERS BILL.

Mr. RENDALL (Thornbury) asked the Home Secretary whether he will consider, when drafting the Coroners Bill he has promised to introduce, the insertion therein of a clause making the viewing of the dead body optional at the discretion of the coroner and not compulsory, as at present?

Mr. SHORTT: I will consider the proposal to make the view by the jury optional, except in cases where the coroner considers the jury should view.

There are strong reasons for requiring view by the coroner. The whole question will be carefully considered before any provision on the subject is introduced. (14th March.)

Bill Presented.

The Women's Enfranchisement Bill—"to extend the suffrage to women on the same terms as men." Leave to introduce given after debate; presented accordingly by Lord Robert Cecil. [Bill 48].

(8th March.)

Bill in Progress.

The Child Murder (Trial) Bill read a second time, without debate, and committed to a Standing Committee.

(14th March.)

New Orders, &c.

Supreme Court, England.

PROCEDURE.

THE RULES OF THE SUPREME COURT (No. 1), 1922.
Dated FEBRUARY 28, 1922.

We, the Rule Committee of the Supreme Court, hereby make the following Rules:—

ORDER XXXVI.

1. Rule 23 of Order XXXVI is hereby amended by striking out

Carnarvon.....Bangor.

and

Winchester .....Southampton.

ORDER XXXVII.

2. *Rotation of examiners.*—Rule 41 of Order XXXVII is hereby annulled, and the following Rule shall stand in lieu thereof, viz.:—

"41. The examinations to be taken before the examiners of the court shall be distributed among them in rotation by such clerk in the office of the registrars of the Chancery Division as the chief registrar may from time to time determine."

ORDER LI.

3. *Distribution of business amongst the conveyancing counsel.*—Rule 9 of Order LI is hereby annulled, and the following Rule shall stand in lieu thereof, viz.:—

"9. The business to be referred to the conveyancing counsel of the court shall be distributed among them in rotation by such clerk in the office of the registrars of the Chancery Division as the chief registrar may from time to time determine."

ORDER LVIII.

4. *Bankruptcy appeals from county courts.*—The following Rule shall be inserted in Order LVIII after Rule 9:—

"9A. Appeals from orders in bankruptcy matters made by a County Court shall be heard by a Divisional Court of that Division of the High Court of which the Judge to whom bankruptcy business is for the time being assigned is a member."

ORDER LXIII.

5. The following words shall be inserted in Order LXIII at the end of Rule 6 thereof, viz.:—

"and such days as the Lord Chancellor, with the concurrence of the Lord Chief Justice, the Master of the Rolls and the President of the Probate, Divorce and Admiralty Division, shall direct."

ORDER LXIV.

6. Rule 11 of Order LXIV is hereby amended by substituting "one" for "two" in the two places where two o'clock is referred to in that Rule with reference to the service on Saturdays.

7. These Rules may be cited as the Rules of the Supreme Court (No. 1), 1922, and the Rules of the Supreme Court, 1883, shall have effect as amended by these Rules.

8. The Rules mentioned in the first column of the Schedule to these Rules which came into operation on the dates mentioned in the second column of the said Schedule, shall continue in force till the 15th day of March, 1922, on which day the said Rules mentioned in the first column of the said Schedule shall be superseded and replaced by the Rules mentioned in the third column of the said Schedule.

Dated the 28th day of February 1922.

Birkenhead, C. — *P. Ogden Lawrence*, J.
Trevethin, C.J. — *A. A. Roche*, J.
Sterndale, M.R. — *T. R. Hughes.*
Henry E. Duke, P. — *E. W. Hansell.*
R. M. Bray, J. — *C. H. Morton.*
Charles H. Sargant, J. — *Roger Gregory.*

SCHEDULE.

1st Column.	2nd Column.	3rd Column.
The Rules of the Supreme Court (No. 2), 1921.	25th July, 1921	Rules 1 & 6 of the Rules of the Supreme Court (No. 1), 1922.
The Rules of the Supreme Court (No. 3), 1921.	21st November, 1921.	Rules 2, 3 & 4 of the Rules of the Supreme Court (No. 1), 1922.
The Rules of the Supreme Court (No. 4), 1921).	24th November, 1921.	Rule 5 of the Rules of the Supreme Court (No. 1), 1922.

Societies.

Birmingham Law Society.

The following are extracts from the report of the Committee for the year ended 31st December, 1921:—

Officers and Committee.—Mr. Edward Evershed succeeded Mr. J. A. Marigold in the office of President, and Mr. Thomas Cooksey was elected Vice-President immediately after the last Annual Meeting. Mr. L. Arthur Smith was re-elected Honorary Secretary and Treasurer. In April last he resigned these offices, which he had held for a period of eight years, and was elected a member of the Committee. In accepting his resignation your Committee tendered to Mr. Arthur Smith, and to Mr. Arthur Musgrove, who had acted as deputy during Mr. Arthur Smith's absence on military service, a very cordial vote of thanks for their services, and their appreciation of the ability, tact and courtesy with which their duties had been discharged. Mr. Wilfrid C. Mathews was elected to the offices of Honorary Secretary and Treasurer in the place of Mr. Arthur Smith. At the last Annual Meeting there were eight vacancies on your Committee, and the following gentlemen were elected:—Messrs. E. R. Bickley, W. H. Bowman, H. B. Carslake, A. H. Coley, C. Ekin, G. Huggins, J. A. Marigold, and J. L. Simcox.

Your Committee have held eleven meetings, at which the average attendance was fifteen, and five Sub-Committee meetings have been held during the year.

Members.—The membership of the Society shows an increase of three over last year. Four members have resigned, and six have died, and thirteen new members have been elected, the number on the register on the 31st December, 1921, being 371. Mr. A. H. Coley has continued to represent the Society as an Ordinary Member, and Mr. R. A. Pinsent as an Extraordinary Member, on the Council of the Law Society, London. Your Committee report with regret the deaths of the following members:—Messrs. A. J. Cale, F. A. Chatwin, T. A. Garland, R. H. Nichols, A. Pointon, and R. M. Wood. Two of these, Messrs. F. A. Chatwin and A. Pointon, had held the offices of President and Vice-President, and served on the Committee for a number of years. The death has also occurred of Mr. C. H. Harper, who was a member of the Society from 1881 to 1916. During the year the honour of Knighthood has been conferred upon one of the members of the Society, Sir Francis Reynolds, and your Committee have expressed to him their congratulations.

Lord Mayor of Birmingham.—Alderman David Davis, J.P., a member of the Society, has been elected to the office of Lord Mayor of Birmingham for the year ending 9th November, 1922. Alderman Davis is the eleventh member of the legal profession in Birmingham to hold this distinguished position, and your Committee record with satisfaction the addition of his name to the list of members of the Society who have preceded him in the office of Chief Magistrate of the City.

Common Form Conditions of Sale.—In framing their report last year your Committee expressed the opinion that the profits from the sale of the Society's Common Form Conditions might in future be less, notwithstanding the increase in price which had been made during the then past year. This opinion has been proved by results. Nineteen thousand four hundred and eighty-seven copies were sold last year to members and Solicitors throughout the Midlands, as against 32,966 copies in the previous year, and in view of the fact that a considerable number of copies have still to be taken under the existing printing contract, and that these must be disposed of before any revised edition is issued, your Committee have postponed for the present the consideration of any alteration in the Conditions. In December

last your Committee decided to give notice to the members of a further increase in the price of the Conditions from 6d. to 9d. in the case of members, and from 1s. to 1s. 6d. in the case of non-members, and this increase took effect as from 1st January, 1922. These prices compare favourably with those charged by many of the other provincial Law Societies for their Common Form Conditions.

Legislation.—Your Committee have considered various legislative proposals likely to affect the profession and have continued to watch the progress of the Lord Chancellor's Law of Property Bill in passing through its various stages in the House of Lords. Your Committee are glad to report that the amendments advocated by the Law Society were accepted by the Lord Chancellor, with the result that the compulsory provisions for extending the area of Registration of Title do not take effect until the expiration of ten years from the commencement of the Act, and then only after a public inquiry and with the approval of both Houses of Parliament. After passing through the House of Lords the Bill was introduced into the House of Commons, but was subsequently withdrawn for want of time. It is expected that it will be re-introduced in the coming Session.

Medals and Horton Prize.—The Law Society made no award in 1921 of this Society's Gold Medal, and the dividends on the "Horton Prize Fund" will therefore be added to the capital and invested in Consols in accordance with the Trust Deed. The Bronze Medal was awarded to Mr. J. A. Leonardt (articled to the late Mr. S. S. Guest and afterwards to Mr. G. A. C. Pettitt), who obtained second class honours in the October Examination last year, and your Committee have added to this a prize of books to the value of £3 3s. Your Committee have also awarded a prize of books to the value of £2 2s. to Mr. W. H. F. Barklam, articled to Mr. G. Huggins, who took third class honours at the October Examination. These prizes will be presented at the Annual Meeting.

Honours Examination.—The Law Society in April last forwarded to the Society a report of the Committee appointed by them to consider the question of reverting to the old practice of holding separate examinations for honours, and the views of this Society were requested on the subject. Your Committee expressed their approval of the proposed scheme, and added a further suggestion that candidates should have the option of taking the Honours Examination at any time within six months of the Final Examination.

Solicitors' Commission on Government Issues.—The Associated Provincial Law Societies have considered this matter at several of their meetings, and recommended that Solicitors should be placed on the same footing as Bankers and Brokers introducing subscriptions. Your Committee have intimated to them that they would support any action they might take in the matter.

Joint Conciliation Board.—This Board, which was formed as stated in last year's report, held several meetings early in the year, and issued a report, in which they recommended to the Birmingham Law Society and the Birmingham and District Law Clerks' Association the adoption of a scale of salaries.

Your Committee desire to place on record their appreciation of the tactful and sympathetic handling of a difficult problem by Mr. W. H. Whitelock as Chairman of the Board.

A copy of the report, with the scales to which it refers, was sent to all the members of the Society, and a print may be obtained on application to the Librarian.

Poor Man's Lawyer Association, Birmingham.—As stated in last year's report this Association gives free legal advice to persons too poor to pay for it, and supplements the work carried out under the Poor Persons' Rules, and the attention of members is again directed to its need for increased support. The Hon. Secretary is Mr. F. C. Minshull, The Council House, Birmingham, who will be very glad to hear from any member who is willing to assist. The Society's representatives on the Committee of the Association are Messrs. W. H. Bowman, B. Shirley Smith and F. H. Gardner Tyndall.

Unqualified Practitioners.—During the year two cases of unqualified practitioners acting within the district of the Society were brought to the notice of your Committee, and were reported to the Law Society, London.

Birmingham Board of Legal Studies.—A copy of the report of the Board for the year ending 31st August last will be found in Appendix B. As will be seen from the report the financial position of the Board is unsatisfactory, and in order to help the funds the Committee have agreed to increase the annual grant made by the Society to the Board from £50 to £75. In pre-war time the Society gave prizes each year to the students attending the classes on Examinations held by the Readers, but since 1916 this has been discontinued. It is probable, however, that the Society will shortly be asked to renew the offer of these prizes. It may be added that the last of these prizes in the Senior Class was awarded in 1916 to Mr. H. V. G. Robinson, articled to Mr. H. J. Brown (Warwick). At the request of Mr. Robinson, who was then on active service, the selection of the books to be presented to him was postponed until he should return to civilian life. Your Committee subsequently learned with great regret that Mr. Robinson had been killed in action, and on communicating with his friends, the latter expressed a wish that the prize should be devoted to the purchase of books for the assistance of some other student. Your Committee accordingly arranged with Mr. Camm to hold an examination of the students attending the senior class. This examination was held on 21st December last, and resulted in the award of the prize to Mrs. M. E. Pickup, B.A., the wife of, and articled to, Mr. T. W. Pickup, a member of the Society. The prize will be presented at the Annual Meeting.

The Law Society.

The Master of the Rolls has kindly promised to address the students of the Society at the Reception by the Teaching Staff which will be held (with permission of the Council) in the Common Room and Library at the Society's Hall, on Thursday evening next. It is understood that the subject of his address will be the new International Court at The Hague. The President of the Society (Mr. Botterell) and several Members of Council, as well as other distinguished guests, have accepted invitations to be present.

Solicitors' Benevolent Association.

The monthly meeting of the Directors of this Association was held at The Law Society, Chancery Lane, London, on the 9th inst., Mr. J. F. Rowlatt in the chair. The other Directors present were The Right Hon. Sir William Bull, Sir Roger Gregory, and Messrs. E. R. Cook, W. F. Cunliffe, T. S. Curtis, E. F. Dent, C. Goddard, R. B. Johns (Plymouth), E. B. Knight, C. G. May, A. Copson Peake (Leeds), and M. A. Tweedie. Five hundred and thirty pounds was distributed in relief of deserving cases; 11 new members were elected; and other general business transacted.

United Law Society.

A meeting was held in the Middle Temple Common Room, on Monday, the 13th March, Mr. C. P. Blackwell in the chair. Mr. G. C. Griffith-Williams moved: "That the case of *Clifford* v. *O'Sullivan* (1921, 2 A.C. 570) was wrongly decided." Mr. W. S. Pitt opposed.

Messrs. J. S. Neave, H. S. Wood-Smith, S. E. Redfern, G. B. Burke, J. H. G. Bullen and J. E. Harper having spoken, Mr. Griffith-Williams replied. The motion was then put to the House and was lost by the casting vote of the chairman.

The Law of Property Bill.

The following is the text of Clause 3 of this Bill, on which we comment in another column. Last year's clause will be found at p. 401 of 65 SOL. J.

3. *Purchaser of legal estate not concerned with certain equitable interests or powers; and provisions for the protection thereof.*]—(1) After the commencement of this Act a purchaser of a legal estate in land shall not be concerned with or affected by any equitable interest or power affecting that land, whether he has notice thereof or not, save as provided by subsection (2) of this section.

(2) A conveyance of a legal estate (other than a conveyance made by a mortgagee or personal representative in exercise of his powers) shall not in favour of a purchaser over-reach an equitable interest or power of which the purchaser has notice, unless—

(i) Such equitable interest or power—

(*a*) is independently of subsection (3) of this section over-reached by trustees for sale, or by the exercise of the powers conferred by the Settled Land Acts (as amended), or the powers conferred by a settlement or

(*b*) is bound by an order of the court; or

(*c*) is over-reached by virtue of subsection (3) of this section; and

(ii) If any capital money arises from the transaction the same is paid into court, or the requirements of this Act respecting the payment of capital money arising under a trust for sale or a settlement, are complied with.

(3) Equitable interests and powers which are not capable of being over-reached independently of this subsection shall, notwithstanding any stipulation to the contrary, be capable of being over-reached in manner following:—

(i) Where the legal estate affected is at the time when any equitable interests or powers are created or arise subject to a trust for sale, the

equitable interests and powers aforesaid may be over-reached by the trustees for sale, and shall, according to their priorities, take effect as if created or arising by means of a trust affecting the proceeds of sale and the income of the land until sale;

(ii) Where the legal estate affected is, at the time aforesaid, subject to a settlement, the equitable interests and powers aforesaid may be over-reached by the tenant for life of full age or statutory owner, and shall, according to their priorities, take effect as if limited or arising by or under that settlement;

(iii) Where the legal estate affected is not subject to a trust for sale or a settlement, then, if the estate owner conveys his estate to two or more individuals approved either by the persons in whom the equitable interests or powers aforesaid are vested or by the court, or to a trust corporation, upon trust for sale, with or without power to postpone the sale, such equitable interests and powers may be over-reached by the trustees for sale, and shall, according to their priorities, take effect as if created or arising by means of a primary trust affecting the proceeds of sale and the income of the land until sale.

(4) Equitable interests and powers capable of being over-reached by virtue of subsection (3) of this section are in this Act referred to as "protected by a trust for sale or a settlement."

(5) Save as hereinafter provided, this section shall not apply to the following equitable interests and powers namely—

(i) The benefit of any covenant or agreement restrictive of the user of land;

(ii) Any easement, liberty, or privilege over or affecting land and being merely an equitable interest;

(iii) The benefit of any contract to convey or create a legal estate (including a contract conferring a valid option of purchase, a right of pre-emption, or any other like right);

(iv) Any equitable interest protected by registration as a land charge or by an entry in any of the registers kept at the Land Registry or elsewhere under the Land Charges Registration and Searches Act, 1888 [51 & 52 Vict. c. 51] (as amended), and not being an interest the registration of which does not operate to prevent the same being over-reached by a conveyance to a purchaser of a legal estate in or created out of land subject to a trust for sale or a settlement.

(v) Any equitable interest protected by a deposit of documents relating to the legal estate affected.

Provided that a purchaser of a legal estate in land shall not be concerned with or affected by any equitable interest comprised in paragraphs (i) (ii) and (iii) of this subsection unless—

(*a*) If created before the commencement of this Act the purchaser has notice thereof; or

(*b*) If created after the commencement of this Act, it is protected by registration as a land charge.

(6) Where any equitable interest or power, to which this section applies, has priority to any legal estate which is paramount to the trust for sale or settlement, nothing contained in this section shall enable such interest or power to be over-reached to the prejudice of the person in whom the same is vested without his consent.

(7) Without prejudice to the protection afforded by this section to the purchaser of a legal estate, nothing contained in this section shall deprive a person entitled to an equitable charge of any of his rights or remedies for enforcing the same.

Companies.

The Equity and Law Life Assurance Society.

At the annual meeting held at No. 18, Lincoln's Inn Fields, on 13th March, 1922, it was stated:—

The New Assurances amounted to £1,030,237 under 480 Policies, of which £909,877 had been retained by the Society.

The Gross New Premiums amounted to £43,113.

The amount of the total Assurances in force at the end of the year was £12,771,047.

The profit on Reversions fallen in during the year amounted to £12,688.

Excluding reversions, Capital Stock of the Law Reversionary Interest Society Limited, outstanding premiums and interest and cash at bank, the Funds were invested at the end of the year to produce £5 5s. 6d. per cent.

The Claims by death under 146 policies assuring 104 lives amounted to £202,327 and 202 Endowment Assurances amounting to £157,051 matured. The mortality had been exceedingly favourable.

The total funds amounted at the end of the year to £5,342,536.

The expense of management and commi-sion amounted to £15 3s. 3d. per cent. of the premium income.

Law Students' Journal.

The Law Society.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on 22nd and 23rd February 1922:—

Adams, Francis Hamp
Anderson, Charles Macfarlane
Barber, Geoffrey McKenzie Ellison
Bennison, Clifford
Berridge, Christian Gerard Timperley
Bewes, Arthur Reginald
Chaney, Walter Sidney
Danks, Onslow Benjamin
Davies, Bertram
Davies, Evan Glynn
Duthie, Charles Kenneth
Fox, George Rundle Washington
Gibbes, Edward John Charles
Gould, Guy Harford
Green, Herbert William
Grobel, Cyril Peter
Gwynn, Herbert Hugh
Harris, George Harry
Hartley, Victor Hyde
Hayward, Tom Christopher
Hellings, Frank
Hodges, Cecil George
Johnson, Arthur Silverwood
Meaby, Harold Walter
Moss, Malcolm Harding
Parker, John Steer
Phillips, George Tracy
Polack, Ronald
Pollock, Alexander
Priscott, Herbert
Pugh, John Geoffrey
Roberts, Norman Puleston
Rogers, Archibald William
Saxton, John Henry
Simons, Montagu Vazie
Smith, Charles Herbert Stanley
Smythe, Lucius Raymond Godfrey Lyster
Spark, Frank Henry
Swabey, Brian Wilberforce
Swatton, William Thomas
Thomas, Denys Stanley
Thomas, Samuel Dunstan
Vince, Charles
Walsh, Dennis Cecil Whittington
Welch, Jack Redmayne
Whitfield, John
Wilkie, Kenneth Fitzgerald
Williams, Beryl
Winterton, Charles Thomas
Wynschenk, Howard Edmund

No. of Candidates - - 98
Passed - - 50.

By Order of the Council.

E. R. COOK,
Secretary.

Law Society's Hall,
Chancery Lane, London, W.C.2,
10th March, 1922.

Legal News.

Appointments.

Mr. G. P. HARGREAVES has been appointed to be Judge of the County Courts on Circuit No. 18 (Nottinghamshire), in the place of Judge Sir Patrick Rose-Innes, who has resigned owing to ill-health. The appointment is to take effect on 20th March. Mr. Hargreaves was called at the Middle Temple in 1905, and is a member of the Northern Circuit.

Major Sir PERCY C. SIMMONS, K.C.V.O., has been appointed a Justice of the Peace for the County of London.

The Home Secretary has appointed The Right Hon. Sir JOHN ANDERSON, K.C.B., to be Permanent Under-Secretary of State for the Home Department in place of Sir Edward Troup, K.C.B., K.C.V.O., who has retired

on reaching the prescribed limit of age. Sir John Anderson, who is just forty, entered the Colonial Office in 1905, and in the course of his service of seventeen years has been secretary to the Northern Nigeria Lands Committee (1909) and the West African Currency Committee (1911), principal clerk in the office of the Insurance Commissioners (1912), secretary to that body (1913) and to the Ministry of Shipping (1917-19), and additional secretary to the Local Government Board. He became Chairman of the Board of Inland Revenue in 1919, and was Joint Under-Secretary to the Lord Lieutenant of Ireland from 1920. He was created a K.C.B. in 1919, a year after he had received the C.B.

Sir RICHARD VALENTINE NIND HOPKINS, K.C.B., a Commissioner of Inland Revenue, has been appointed to be Chairman of the Board of Inland Revenue in succession to The Right Hon. Sir John Anderson, K.C.B., appointed Permanent Under-Secretary of State for the Home Department. Sir Richard Hopkins was born in 1880, and has been a Commissioner and Joint Secretary of the Board of Inland Revenue since 1916. He was made a C.B. in 1919 and a K.C.B. a year later. He was educated at King Edward's School, Birmingham, and Emmanuel College, Cambridge.

It is announced that letters patent have been received from the Chancellor, Lord Curzon, appointing Lord Birkenhead, the Lord Chancellor, to be High Steward of Oxford University, and the Hon. Sidney Cornwallis Peel, D.S.O., M.P., to be deputy High Steward. The appointments will be submitted to Convocation for approval on 14th March.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Peterson.
Monday Mar. 20	Mr. Garrett	Mr. More	Mr. Jolly	Mr. More
Tuesday 21	Synge	Jolly	More	Jolly
Wednesday ... 22	Hicks Beach	Garrett	Jolly	More
Thursday 23	Bloxam	Synge	More	Jolly
Friday 24	More	Hicks Beach	Jolly	More
Saturday 25	Jolly	Bloxam	More	Jolly

Date	Mr. Justice Sargant.	Mr. Justice Russell.	Mr. Justice Astbury.	Mr. Justice P. O. Lawrence.
Monday Mar. 20	Mr. Garrett	Mr. Synge	Mr. Hicks Beach	Mr. Bloxam
Tuesday 21	Synge	Garrett	Bloxam	Hicks Beach
Wednesday ... 22	Garrett	Synge	Hicks Beach	Bloxam
Thursday 23	Synge	Garrett	Bloxam	Hicks Beach
Friday 24	Garrett	Synge	Hicks Beach	Bloxam
Saturday 25	Synge	Garrett	Bloxam	Hicks Beach

Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.
CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, March 10.

COTTINGHAM DRESS-CLOTH CO., LTD. March 24. Henry F. Hartman, 2, Darley-st., Bradford.
H. GORDON LTD. April 10. Albert E. Tilley, 8, Staple-inn, Holborn.
THE CENTRAL ACID CO. LTD. April 12. Thomas J. Davies, Central Acid Co. Ltd., Seaton Carew, Durham.
PENZANCE CENTRAL HALL CO. LTD. April 8. Henry H. Pezzack, Public bldgs., Penzance.
ALEX. GRAHAM & CO. LTD. April 22. Colin M. Skinner, 7, Norfolk-st., Manchester.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, March 10.

Hill, Seddon & Woodcock Ltd.
Arts and Letters Ltd.
A. Chapman & Son Ltd.
The Tyne Glass Works Ltd.
Nobbs, Stent & Co. Ltd.
Neale & Freund Ltd.
J.H. Blacketer Ltd.
Byfleet Estates Ltd.
Henry Gibbs & Co. Ltd.
Ecclesgill Patent Slating Co. Ltd.
S. E. Cox and Company (Builders and Contractors) Ltd.
The High Wycombe Mechanics Loan and Investment Co. Ltd.
The Harrison Press Ltd.
The Peninsular Mutual Trading Co. Ltd.
Penge Motors Ltd.
The Ophthalmic & Chemists' Supply Co. Ltd.
Gwynne & Co. Ltd.
Bramlins Industrial Films Ltd.
Anglo-Georgian Trading Corporation Ltd.
Queen Victoria Masonic Hall Co. Ltd.
The Tintagel and Delabole House Building Co. Ltd.
George Lawrence (Automobile Engineer) Ltd.
F. Watters Ltd.
Naunton's National Music System Ltd.
Lloyd, Hall & Provan Ltd.
The Porthcawl and District Coal Co. Ltd.
Thomas Dixon & Co. Ltd.
Apollo Estates Ltd.
The B.E.F. Wholesale Confectionery Co. Ltd.
The Central Acid Co. Ltd.
West Witton Ganister Firebrick Co. Ltd.
Sir James Farmer & Sons Ltd.
The Sharples Hall Nursing Home Co. Ltd.
Robert Clarke & Co. Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, March 10.

ADAMS, HAROLD, Oxford. Oxford. Pet. March 4. Ord. March 4.
AINSWORTH, JAMES, Preston. Preston. Pet. March 4. Ord. March 4.
BAINBRIDGE, PERCY J., South Shields. Newcastle-upon-Tyne. Pet. March 6. Ord. March 6.
BEAUMONT, TAYLOR, Leeds. Leeds. Pet. March 8. Ord. March 8.
BERK AND BRENNER, Falcon-av., E.C. High Court. Pet. Feb. 8 Ord. March 6.
BLACK, DONALD C., Hemel Hempstead. Norwich. Pet. March 7. Ord. March 7.
BOWDEN, WILFRED J., Hatherleigh. Plymouth. Pet. March 6. Ord. March 6.
BRAGG, SARAH ANN, Nottingham. Nottingham. Pet. March 7. Ord. March 7.
BRAZIER, ELIJAH, Goole. Wakefield. Pet. March 6. Ord. March 6.
CAIRNS-JOHNSON, JOHN T., Manor Park. High Court, Pet. Feb. 1. Ord. March 7.
CARDOSO, DOMINGOS (Marquis), Moorgate. High Court. Pet. Nov. 19 Ord. March 7.
COHEN A., Green-lanes, Finsbury-park. High Court. Pet. Jan. 12. Ord. March 7.
CORDINGLEY, THOMAS, Bristol. Wigan. Pet. Feb. 15. Ord. March 8.
DAVIES, GWILYM G., Llanelly. Carmarthen. Pet. March 7. Ord. March 7.
DOMONEY, JOHN W., Leicester. Leicester. Pet. March 7. Ord. March 7.
ELLIS, JOHN W., Bury. Bolton. Pet. March 4. Ord. March 4.
EVES, ROBERT M., Gorton, Manchester. Manchester. Pet. March 6. Ord. March 6.
FOSTER, ALFRED W., Egmanton, Notts. Nottingham. Pet. March 8. Ord. March 8.
FYNNEY, PERCY, Leek. Macclesfield. Pet. Feb. 16. Ord. March 7.
GINGOLD, JAMES, Harewood-pl. High Court. Pet. June 2. Ord. March 8.
GROSSMAN, S., SONS & CO., Clerkenwell-rd. High Court. Pet. Jan. 19. Ord. March 8.
HALLETT, GRAHAM M., Frome. Frome. Pet. March 7. Ord. March 7.
HARRIS, SUSANNAH, Llysbaen, Bangor. Pet. March 6. Ord. March 6.
HARRISON, ARTHUR, Ossett. Dewsbury. Pet. March 6. Ord. March 6.
HIRST, ARTHUR, Merthyr Vale. Merthyr Tydfil. Pet. March 7. Ord. March 7.
HOOPER, HENRY C., Thornton Heath. Croydon. Pet. March 7. Ord. March 7.
HUSSON, ERNEST, Tooting. High Court. Pet. March 7. Ord. March 7.
JEFFREE, JOHN C., Kensington. High Court. Pet. Feb. 9. Ord. March 8.
JENKINS AND BLENK, Warwick-st., W. High Court. Pet. March 2. Ord. March 7.
JONES, EDWARD D., Ruabon. Wrexham. Pet. March 7. Ord. March 7.
KEMP & CO., Stoke Newington. Edmonton. Pet. Feb. 10. Ord. March 8.
KNOWLES, JOHN, Blackburn. Blackburn. Pet. March 6. Ord. March 6.
LANGLEY, FRANK L. W., Haywards Heath. Brighton. Pet. March 6. Ord. March 6.
LLOYD, HERBERT N., Walpole Saint Andrew. King's Lynn. Pet. March 8. Ord. March 8.
MURRAY, DAVID, Carlisle. Carlisle. Pet. March 8. Ord. March 8.
PARRY, THOMAS, Lavister. Wrexham. Pet. March 6. Ord. March 6.
PAWSON, EDWARD T., Grimsby. Great Grimsby. Pet. March 7. Ord. March 7.
PAYNE, ERNEST, Oxford. Oxford. Pet. March 7. Ord. March 7.
PEARSON-GEE, ARTHUR H., Emperor's-gate, S.W. High Court. Pet. March 8. Ord. March 8.
PEPPER, PERCY W., Gotham, Notts. Nottingham. Pet. March 6. Ord. March 6.
POWELL, LEWIS, Caerau, Bridgend. Cardiff. Pet. March 4. Ord. March 4.
ROBERTS, ROBERT, Criccieth. Portmadoc. Pet. March 6. Ord. March 6.
SACHS, EMIL, Peckham. High Court. Pet. March 8. Ord. March 8.
SHARPLES, ARTHUR, Barrow-in-Furness. Barrow-in-Furness. Pet. March 7. Ord. March, 7.
SPAIN, ALFRED J., Headcorn, Kent. Maidstone. Pet. March 8. Ord. March 8.
TAKLE, GEORGE L., Exeter. Exeter. Pet. March 6. Ord. March 6.
TOWELL, A., Umberleigh S.O. Barnstaple. Pet. Feb. 20. Ord. March 7.
TWIVY, TOM, Jr., Bradford. Bradford. Pet. March 7. Ord. March 7.
WATTS, HERBERT J., Hythe. Norwich. Pet. Feb. 10. Ord. March 4.
WELBURN, ALFRED, Holme on Spalding Moor. Kingston-upon-Hull. Pet. March 7. Ord. March 7.
WHYHAM, MAURICE W., Launceston. Plymouth. Pet. March 7. Ord. March 7.
WINBY, EDWARD F., Walsall. Dudley. Pet. March 6. Ord. March 6.
WOOD, WILLIAM OGDEN, Stockport. Stockport. Pet. March 6. Ord. March 6.
WOODS, WILLIAM C., Gainsborough. Lincoln. Pet. March 8. Ord. March 8.
YATES, JOHN H., Luton. Luton. Pet. March 7. Ord. March 7.

Amended Notice substituted for that published in the *London Gazette* of March 7, 1922 :—

FALBAUM, ROBERT, Dufferin-st. High Court. Pet. Jan. 27. Ord. March 3.